

THE STATE OF TEXAS
COUNTY OF HIDALGO

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PROFESSIONAL SERVICES AGREEMENT
C-21-006-11-02-AS

THIS AGREEMENT (“Agreement”) is made by and between HIDALGO COUNTY HEAD START PROGRAM, acting herein by and through the Hidalgo County Commissioner’s Court and the Hidalgo County Head Start Program Policy Council hereafter called the “PROGRAM” and TERRACON CONSULTANTS, INC. professional engineers from Pharr, Texas herein called the “CONSULTANT/ENGINEER.”

WITNESSETH:

WHEREAS, the PROGRAM is in need of **Professional Engineering Services** for the “Geotechnical Testing Services” for the Head Start Program “Outdoor Learning Environments and Discovery Classrooms Project;”

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

WHEREAS, Hidalgo County solicited Requests for Qualifications (“RFQ”) for the development and establishment of a yearly pool for “Professional Engineering Services;”

WHEREAS, the Engineer was pre-qualified from the Hidalgo County’s pool of Professional Engineers and has been selected from the pool to provide Professional Engineering Services for “Geotechnical Testing Services” in Hidalgo County Precinct. 4 in accordance with the terms and provisions under County Requirements for Request for Qualifications;

WHEREAS, in continuation of the procurement process and in response to the PROGRAM’S request to negotiate for a fair and reasonable price pursuant to Chapter 2254 Texas Government Code, the CONSULTANT/ENGINEER has provided a fee schedule in **Exhibit “C,”** i.e., Contract Rates, attached hereto and incorporated by reference herein a; and

WHEREAS, the PROGRAM has determined that the services of a Professional Engineer are required.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, PROGRAM and CONSULTANT/ENGINEER do mutually agree as follows:

1. PROGRAM and CONSULTANT/ENGINEER hereby agree that this Agreement is entered into in order to provide Geotechnical Services for the “Outdoor Learning Environments and Discovery Classrooms Project.” This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Scope of Services and Specifications to be provided by the PROGRAM are detailed in the attached Exhibit “A-1, A-2, A-3.” CONSULTANT/ENGINEER agrees to review the project as presented by the PROGRAM and will submit to the PROGRAM a proposal to include, but not be limited to, the following: **Exhibits “A-1, A-2, A-3”** Understanding of the Project; **Exhibit “B”** - Scope of Services of the Project; **Exhibit “C”**- Compensation and Project Schedule; Fee Structure for the Project; Fees for additional services not part of base which may arise during course of project; **Exhibit “D”**- Exploration Plan; **Exhibit “E”**- Detail of Work Phases and Associated Costs.’ **Exhibit “F”**- Certificate of Insurance. **Exhibit “G”** Supplemental Agreement.

3. The PROGRAM may enter into negotiations with the CONSULTANT/ENGINEER regarding the Engineering Services for the “**Outdoor Learning Environments and Discovery Classrooms Project**,” and should the parties reach an agreement, then the CONSULTANT/ENGINEER will perform services detailed in the attached **Exhibit “B.”**

4. **CONSULTANT/ENGINEER** agrees in performing the Services using 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 CONSULTANT/ENGINEER.** PROGRAM reserves the right to request these services from sources other than the CONSULTANT/ENGINEER and shall not be in violation of any terms or conditions of this Agreement.

6. **Term.** This Agreement is for a period of 60 days, or unless sooner terminated as provided herein. The CONSULTANT/ENGINEER will not begin to work or incur costs until authorized in writing by the PROGRAM with a “**Notice to Proceed.**”

7. Compensation. The maximum amount payable under this Agreement shall not exceed the amount in the Agreement, unless an amendment is executed as provided hereinafter. The CONSULTANT/ENGINEER shall submit periodic requests for payment within (30) thirty days after completion of the work. The request for payment shall be made using forms acceptable to the PROGRAM 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, PROGRAM shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County Head Start Program. CONSULTANT/ENGINEER 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 the CONSULTANT/ENGINEER shall be mailed to the address shown in Paragraph No. 28, titled “**Notices**” herein.

8. Inspection of Work. The PROGRAM 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. In addition officials from the Department of Health and Human Services shall have access to the facility at any time requested. If any inspection or evaluation is made on the premises of the CONSULTANT/ENGINEER, or of a subcontractor, the CONSULTANT/ENGINEER 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, then an amendment shall be executed within the agreement period by use of a “**Supplemental Agreement Form**,” more particularly described in **Exhibit “H,”** attached hereto and incorporated by reference herein. The PROGRAM retains the right to reject any such amendment proposed by the CONSULTANT/ENGINEER. 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 PROGRAM finds it necessary to require changes in completed work because of errors made by the CONSULTANT/ENGINEER, the PROGRAM shall require the CONSULTANT/ENGINEER to correct the work at no cost to the PROGRAM and without amendment to the Agreement. If the changes are made at the request of the

PROGRAM and are not due to errors of the CONSULTANT/ENGINEER, the PROGRAM will reimburse the CONSULTANT/ENGINEER for the additional work at the same rate of pay established in **Exhibit “C,”** i.e., “Contract Rates.” If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all state – federal procurement laws.

10. Reporting. The CONSULTANT/ENGINEER shall promptly advise the PROGRAM in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated if any by the PROGRAM or if Federal Funds are involved, Federal assistance is needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

11. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT/ENGINEER or furnished to the CONSULTANT/ENGINEER by the PROGRAM shall be delivered to and become the property of the PROGRAM. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the PROGRAM without restriction or limitation on their further use. The CONSULTANT/ENGINEER shall not be liable for the reuse or modification of its work product. The CONSULTANT/ENGINEER may, at its own expense, have copies made of the documents or any other data furnished to the PROGRAM under this Agreement.

12. Suspension of Work. Should the PROGRAM desire to suspend the work under this Agreement, but not terminate this Agreement, the PROGRAM shall provide thirty (30) calendar days verbal notification to CONSULTANT/ENGINEER, followed by written confirmation from the PROGRAM to CONSULTANT/ENGINEER to that effect. The thirty-day notice may be waived as agreed in writing by both the PROGRAM and CONSULTANT/ENGINEER to that effect. 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

PROGRAM to the CONSULTANT/ENGINEER. The sixty-day notice may be waived if agreed in writing by both the PROGRAM and CONSULTANT/ENGINEER. If the PROGRAM suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

13. Progress and Coordination. The CONSULTANT/ENGINEER shall, from time to time during the progress of the work, confer with the PROGRAM and with other Program Consultants including the Construction Manager (B2Z Engineering) the Architect (The Warren Group, Inc.), the Civil Engineer (Hidalgo County Drainage District No.1), the Structural Engineer (CONSOR Engineers), and the MEP Engineer (Alpha Infrastructure Engineering); The CONSULTANT/ENGINEER shall prepare and present such information as may be pertinent and necessary, or as may be requested by the PROGRAM, in order to evaluate features of the CONSULTANT/ENGINEER'S services and work.

At the request of the PROGRAM or the CONSULTANT/ENGINEER, conferences shall be provided at the CONSULTANT/ENGINEER'S office, the offices of the PROGRAM, or at other locations designated by the PROGRAM. These conferences shall also include evaluation of the CONSULTANT/ENGINEER'S services and work when requested by the PROGRAM.

All applicable study reports shall be submitted in preliminary form for approval by the PROGRAM before the final report is issued. The PROGRAM'S comments regarding the CONSULTANT/ENGINEER'S preliminary report will be addressed by the CONSULTANT/ENGINEER in the final report.

If funds by other agencies or entities are to be used for the development of the project awarded under this Agreement, the CONSULTANT/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 CONSULTANT/ENGINEER'S Services and work does not satisfy the requirements of the Agreement, the PROGRAM shall review the approved **work** with the CONSULTANT/ENGINEER to determine the corrective action needed by either the PROGRAM or the CONSULTANT/ENGINEER.

The CONSULTANT/ENGINEER shall promptly advise the PROGRAM in writing of events which have a significant impact upon the progress of the CONSULTANT/ENGINEER'S Services and work approved under **Exhibit "B,"** including:

a. Problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the CONSULTANT/ENGINEER within established time periods; this disclosure will be accompanied by a statement by the CONSULTANT/ENGINEER of recommended or immediate action taken, or contemplated, and any PROGRAM 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. CONSULTANT/ENGINEER must comply with all applicable Hidalgo County Head Start PROGRAM policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by CONSULTANT/ENGINEER under this Agreement. Notwithstanding the foregoing sentence, CONSULTANT/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/PROGRAM, Texas, and/or any agency thereof, including, Hidalgo County Commissioners' Court or Hidalgo County Head Start Program Policy Council. CONSULTANT/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 CONSULTANT/ENGINEER shall not assign, sub-contract, or transfer the CONSULTANT/ENGINEER'S interest in this Agreement without the prior written consent of the PROGRAM. The CONSULTANT/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 CONSULTANT/ENGINEER of any responsibilities under this Agreement.

16. Voluntary Termination. PROGRAM 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 CONSULTANT/ENGINEER.

17. Insurance. Consistent with its status as an independent contractor and at its sole expense, CONSULTANT/ENGINEER agrees that throughout the duration of the work under this contract and any extension thereof, 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 connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, CONSULTANT/ENGINEER'S activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering CONSULTANT/ENGINEER'S activities in providing the services to the PROGRAM. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. CONSULTANT/ENGINEER shall furnish to the PROGRAM certificate(s) of insurance and all renewals throughout the duration of any assigned Project on an Accord form, issued by the insurer that such insurance is in full force and effect. **See attached Exhibit "G," i.e., Certificates of Insurance,** attached hereto and incorporated by reference herein. For each applicable policy, CONSULTANT/ENGINEER shall name the PROGRAM as an additional insured. CONSULTANT/ENGINEER shall notify the PROGRAM a minimum of thirty (30) days in advance of cancellation of all or part of a policy. CONSULTANT/ENGINEER shall make any other insurance documentation available to the PROGRAM upon request.

18. Licenses. As a condition of this Agreement, CONSULTANT/ENGINEER shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof to provide the required Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and the CONSULTANT/ENGINEER shall immediately notify the PROGRAM.

19. All trucks or vehicles operated by the CONSULTANT/ENGINEER to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of CONSULTANT/ENGINEER who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing

the Services. CONSULTANT/ENGINEER shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

20. Payment of Franchise Tax. The CONSULTANT/ENGINEER hereby certifies that the CONSULTANT/ENGINEER is not delinquent in Texas franchise tax payments, or that the CONSULTANT/ENGINEER is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the PROGRAM.

21. No Assignment. Except as otherwise provided herein, CONSULTANT/ENGINEER may not assign the obligations or rights under this Agreement to any person without the prior written consent of PROGRAM.

22. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order, or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them to the legal requirements and only during the time such conflict exists. In case anyone, 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 hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. Termination by PROGRAM. If CONSULTANT/ENGINEER fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies, and outputs required by PROGRAM, or if CONSULTANT/ENGINEER fails to comply with any conditions in this Agreement, the PROGRAM shall have the right to terminate this Agreement upon giving ten (10) days prior written notice to CONSULTANT/ENGINEER.

24. No Waiver. No waiver by PROGRAM of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

25. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through an agent or representative) any representations or agreements in connection with this Agreement not

specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by PROGRAM and CONSULTANT/ENGINEER, and not otherwise.

26. Venue. This Agreement shall be construed under and in accordance with Federal law and Texas law, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The CONSULTANT/ENGINEER hereby consents to personal jurisdiction in Hidalgo County, Texas.

27. INDEMNIFICATION. CONSULTANT/ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS PROGRAM, ITS ELECTED OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST PROGRAM TO THE EXTENT ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE NEGLIGENT PROVISION OF THE SERVICES BY CONSULTANT/ENGINEER UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY INTENTIONAL MISCONDUCT, NEGLIGENT ACT, OR FAILURE TO ACT BY THE CONSULTANT/ENGINEER, ITS AGENTS, OR EMPLOYEES. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

28. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

CC: **Hidalgo County Head Start Program**
Attn: Teresa Flores, Executive Director
1901 W. State Hwy. 107
McAllen, TX 78504

If to Engineer: Terracon Consultants, Inc.
Attention: Jorge A. Flores, Principal
Address: 1506 Mid Cities Drive
Pharr, TX 78577

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

29. Additional Documents. The parties hereto covenant and agree that they will execute 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.

30. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

31. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.

32. Authority. The execution and performance of this Agreement by PROGRAM and CONSULTANT/ENGINEER have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligation of PROGRAM and CONSULTANT/ENGINEER in accordance with its terms.

33. Professional Seal. All documents and data furnished by the CONSULTANT/ENGINEER to the PROGRAM shall bear the Professional seal of a licensed engineer employed by the CONSULTANT/ENGINEER.

34. Commitment of Current Revenues Only. In the event that, during any term hereof, the PROGRAM does not appropriate sufficient funds to meet the obligations of PROGRAM under this Agreement, PROGRAM may terminate this Agreement upon thirty (30) days written notice to CONSULTANT/ENGINEER. PROGRAM 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 PROGRAM. *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 PROGRAM does not appropriate sufficient funds to meet the obligations of PROGRAM under this agreement, PROGRAM may terminate the Agreement upon thirty (30) days written notice to CONSULTANT/ENGINEER. PROGRAM 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 PROGRAM in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

35. Immunities. Nothing in this Agreement intended to, and PROGRAM does not hereby waive, release, or relinquish any right to assert any of the defenses PROGRAM enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to PROGRAM as to any claim or action of any person, entity, or individual against PROGRAM.

36. Nondiscrimination. CONSULTANT/ENGINEER, 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. 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.

37. Required Contract Provision for Contracts Subject to Federal Award (if applicable). Pursuant to Appendix II- Contract Provisions for Non-Federal Entity Contracts under Federal Awards of 45CFR Part 75- UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS.

[Signature page to follow]

WITNESS WHEREOF, the **GEOTECHNICAL ENGINEER** and the **HIDALGO COUNTY HEAD START PROGRAM**, acting herein by and through the **HIDALGO COUNTY COMMISSIONERS' COURT** and the **HIDALGO COUNTY HEAD START PROGRAM POLICY COUNCIL** have caused this **Agreement for Professional Services for 60 days thereafter with effective date to be determined and a Notice to Proceed to be sent to Terracon Consultants, Inc.**

Approved by Commissioner's Court on _____.

GEOTECHNICAL ENGINEER

FIRM NAME: Terracon Consultants, Inc.

Jorge A. Flores, Principal
Terracon Consultants, Inc.

COUNTY:

HIDALGO COUNTY

HIDALGO COUNTY

HEAD START PROGRAM

Richard Cortez, County Judge
County Judge

Teresa Flores
Executive Program Director

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

Office of the Criminal District Attorney-Civil Litigation Division

Victor Garza, Assistant District Attorney

APPROVED AS TO FORM

Ricardo Gonzalez, P.C.
Dbá Oxford and Gonzalez

Ricardo Gonzalez, Attorney

ATTACHMENTS:

EXHIBIT A- (1) (2) (3) Understanding of the Project

EXHIBIT B – Scope of Services to be provided by the

EXHIBIT C – Compensation and Project Schedule

EXHIBIT D – Exploration Plan

EXHIBIT E – Detail of Work Phases and Associated Costs

EXHIBIT F – Certificate of Insurance

EXHIBIT G – Supplemental Agreement

EXHIBIT A-1

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by HCHSP and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 1901 West State Highway 107 in McAllen, Texas. Approx. GPS coordinates: Latitude: 26.308464° N Longitude: 98.222865° W. (See Exhibit D)
Existing Improvements	Undeveloped land.
Current Ground Cover	Native grass, bare soils and dense vegetation (assumed). Site clearing will likely be needed.
Existing Topography	Relatively flat and level.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	The Geologic Atlas of Texas (1976), McAllen - Brownsville Sheet has mapped the Lissie Formation (Ql) of the Pleistocene Period of the Quaternary age at or near this site. The Lissie Formation (Ql) soils are mostly composed of clay, silt, sand, gravel and caliche. The soils are gray to brown to pale yellow in color. The gravel is mainly siliceous and locally cemented by and inter-bedded with sandy caliche. The caliche is massive to nodular. The surface is characterized by many undrained circular to irregular depressions, by relic clay dunes, and by stabilized northwest-trending longitudinal dunes.

Planned Construction

Item	Description
Information Provided	By Ms. Teresa Flores with the HCHSP on October 12, 2021.
Project Description	HCHSP Outdoor Learning Environments and Discovery Park.

Proposal for Geotechnical Engineering Services

HCHSP Outdoor Learning Environments and Discovery Park ■ McAllen, Texas

October 14, 2021 ■ Terracon Proposal No. P88215151



Item	Description
Proposed Structures	The project may consist of design and construction of the following structures: <ul style="list-style-type: none">■ Large Pavilion - 11,963 square feet (sf);■ Seven (7) Small Pavilions - 1,971 sf each structure;■ Water Fountains; and■ Bus Parking areas.
Construction Type	Based on information provided to us, we understand that the Large and Small Pavilions will likely consist of pre-engineered metal structures with metal wall panels supported by shallow or deep foundation system.
Finished Floor Elevation (FFE)	Information was not provided at this time.
Maximum Loads	<ul style="list-style-type: none">■ Columns: 20 to 70 kips■ Walls: 3 kips per linear foot (klf)■ Slabs: 250 pounds per square foot (psf)
Grading/Slopes	Up to 1 foot of cut and 2 feet of fill may be required to develop final grade.
Pavements	Flexible and rigid pavements may be considered for this project.
Traffic Loads	Traffic information was not provided at this time. However, we anticipate traffic may consist primarily of school buses and passenger cars. If specific traffic data is expected, Terracon should be provided with such information and allowed to review the pavement sections.
Estimated Start of Construction	Information was not provided at this time.

EXHIBIT A-2

**Hidalgo County Head Start Program
Outdoor Learning Environments and Discovery Classrooms
Facility Components: Scope of Work**

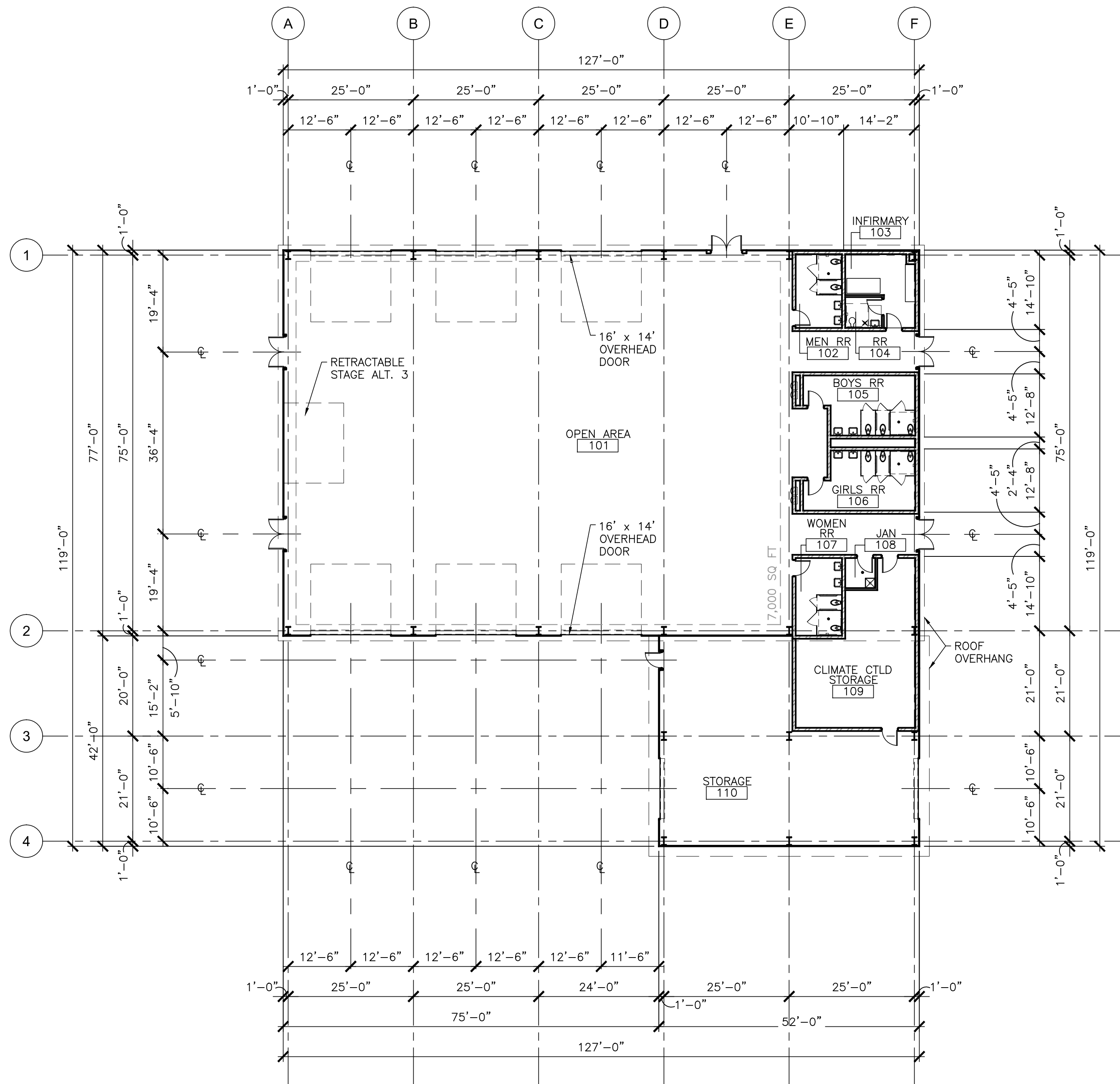
Facility	Square Footage	Structure Type	Number	Where Located	Other
1. Large Pavilion	7,000 Sq. Ft. Accommodates 200 children with 35 sq ft per child Increase size to accommodate storage and restrooms	Metal-enclosed overhanging doors	1	Entrance of area	Storage Space- for equipment Restrooms Adults- 5 stalls for women and 5 for men Projection Screen Retractable Stage
2. Pavilion/Outdoor Classroom Spaces	770 sq. ft. each to accommodate 22 children in each 30 x 30 Lavatories	Metal roof, Stained natural wood posts, trim West side wall shade Stamped concrete floor-wild life patterns Ceiling/Cooling Fans	7	As Indicated preliminary site map	Electricity Lavatory Drinking water fountain Closet
3. Learning Walls	8' length x 8' width	Wood post bulletin board w/plexi cover Wooden Framed- with stamped/carved/burned nature patterns 12" from ground Benches/railroad ties-seats for children 12" metal roof	7	Between each pavilion/classroom On outside of larger trail	
4. Walking Trails	Width: 6'	Crushed granite Concrete boarder on either side- stamped? Lighted	2	Concentric Center of area	One around custom design play structures; One around pavilion/classrooms

Facility	Square Footage	Structure Type	Number	Where Located	Other
5. Instructional Play Area (Alternate)		Custom designed Animal Homes i.e., bird nest, hollow trunk, honey comb, beaver home, snail, home bird house, egg shell, rabbit hole, etc.	10 different structures	Center of area within first trail	Children should be able to climb in; with fall zones to Meet Child Care Licensing Standards
6. Rest Rooms		2 Buildings-air conditioned	Girls: 4 flushing units; 1 adult Boys: 2 urinals and 2 flushing units; 1 adult	One set of 10 on north side entrance; another on south side of facility	Meet Child Care Licensing Standards for at least 200 children-1 flushing unit per 17 children
7. Fencing		Privacy fence Plants – Bougainvilles	2 sides	West and north side	
8. Entrance Gate		Rod iron- “Majestic” gates with scrolls related to wildlife on cantera or stone columns			Small cascade on either side
9. Storage Areas	One unit 70’ x 30’ with 7 smaller closets/one per Pavilion/Classroom open to a hallway One open unit 20’ x 30’ with wide garage door and regular door	Climate controlled for smaller units	2 units	Next to or part of large pavilion in addition to the 7,000 sq. ft.	
10. Drinking Water Fountains Lavatories				At each small pavilion/classroom	

Facility	Square Footage	Structure Type	Number	Where Located	Other
11. Landscaping to reflect variety of local species; child friendly; to attract birds, butterflies and other small wildlife		Divided in sections 8'x8' to facilitate maintenance Remove brush in specific areas	Throughout facility	Entire area save identified trees/shrubs/plants	Areas with redundant shrubs, plants, trees to be replaced local species Use list from Edinburg/Weslaco parks
12. Irrigation/Sprinkler system		For specified areas, bird baths, drip fountains			
13. Utilities		All covered areas will need electricity, water		All Areas	
14. Water and feeding areas for birds, butterflies and wildlife		Slow drip fountain feeders – custom made or purchased	7	Throughout the facility	
15. Water fall with small pond 2 Small cascades on either side of entrance gate		Stone/Custom made reservoir	1 2	Entrance	
16. Observation areas with protective walls at feeding/watering areas for bird/butterfly/or wildlife watching		Outdoor benches, stools behind a wall with cut out observation window	7	Throughout the facility	

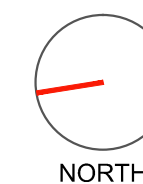
08.17.2021 @ 7:56 am

EXHIBIT A-3



PRELIMINARY PROJECT SUMMARY:

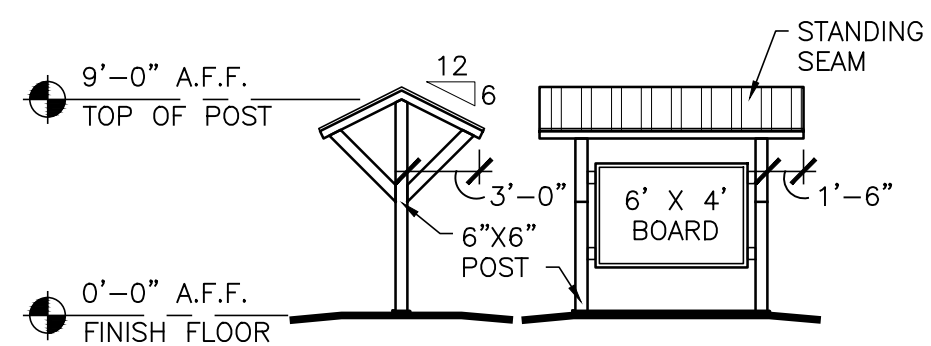
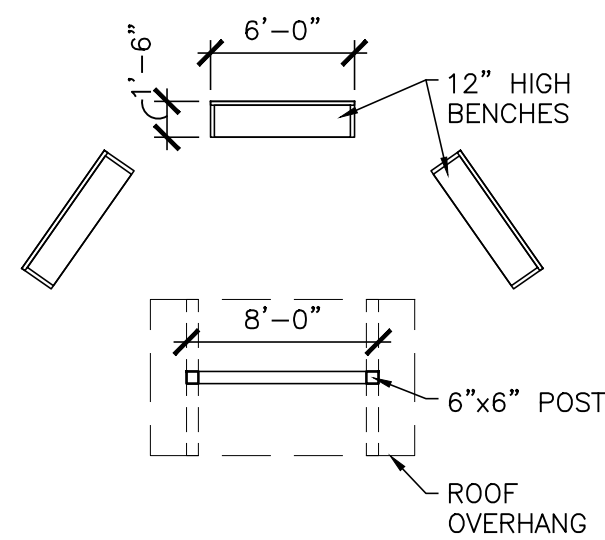
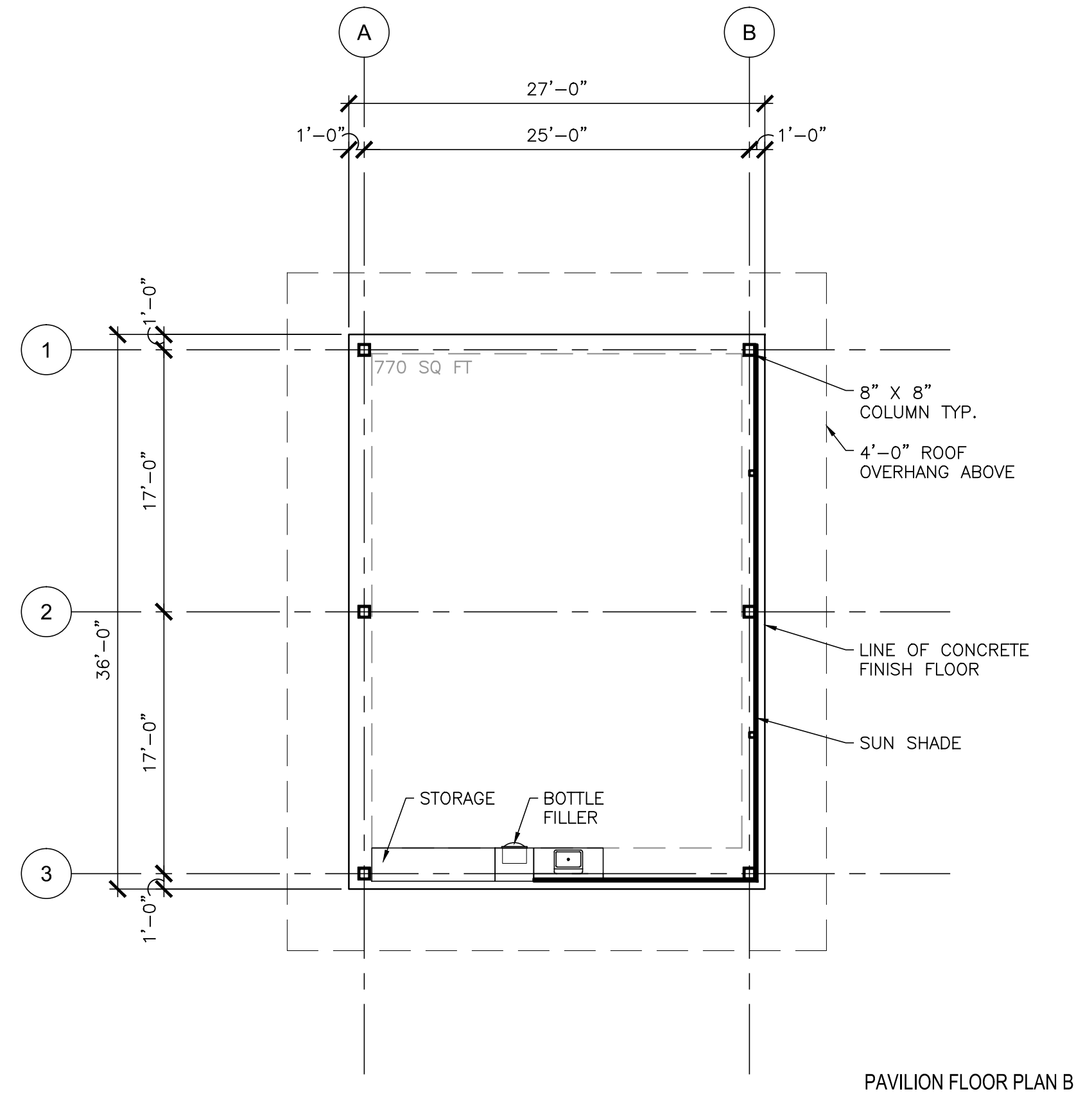
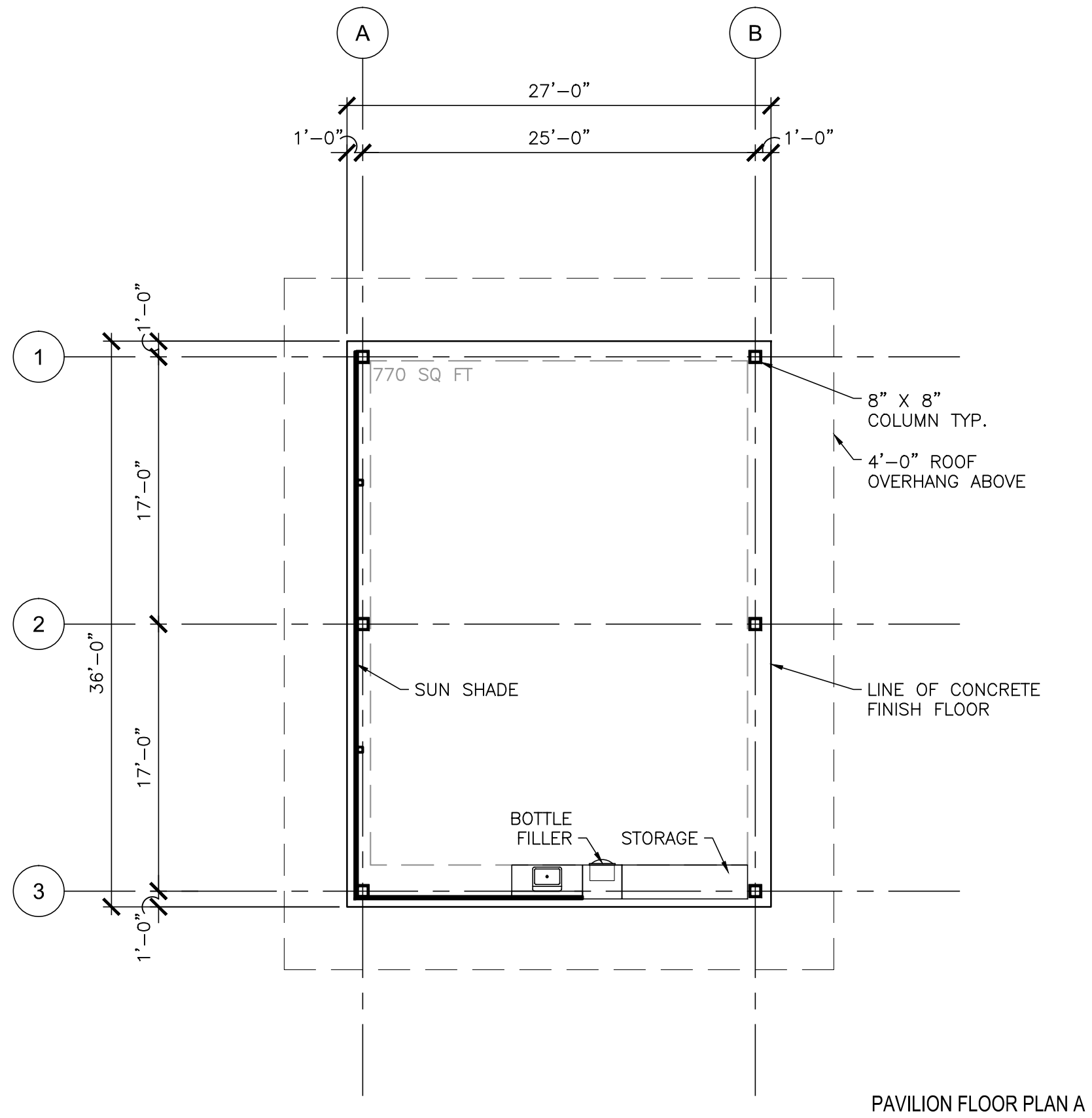
TOTAL SQUARE FOOTAGE 11,963 SQ FT
 OPEN AREA SQUARE FOOTAGE 7,000 SQ FT
 STORAGE AREA SQUARE FOOTAGE 2,109 SQ FT



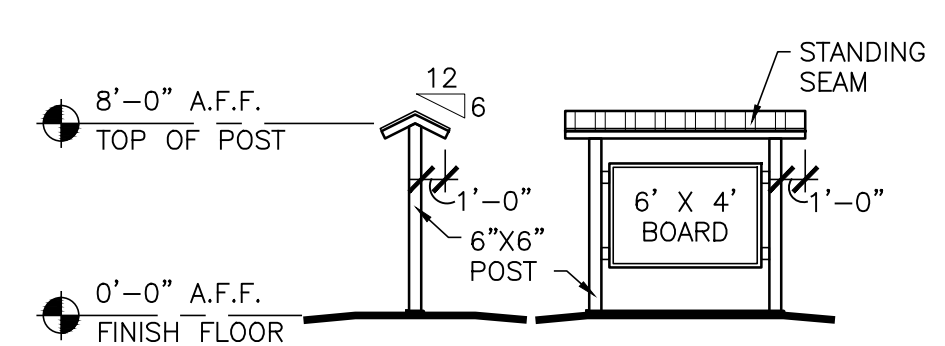
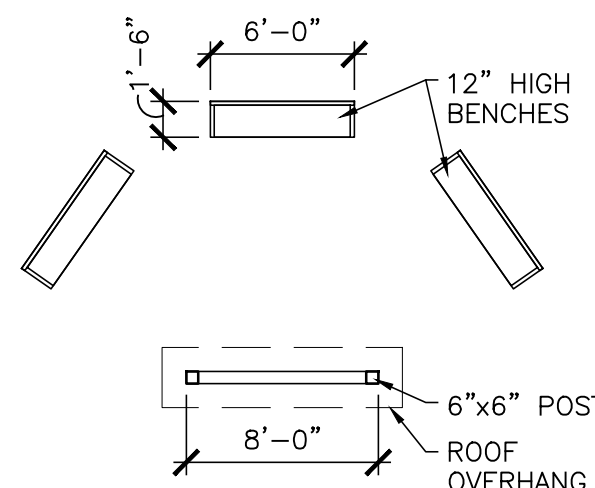
HIDALGO COUNTY HEAD START
 LARGE PAVILION

CONCEPTUAL
 FLOOR PLAN
 10-14-2021
 SCALE 1/8"=1'-0" PROJECT NO. 1822101

A2.0



LEARNING BOARD A
ALT. 1



LEARNING BOARD B
ALT. 1

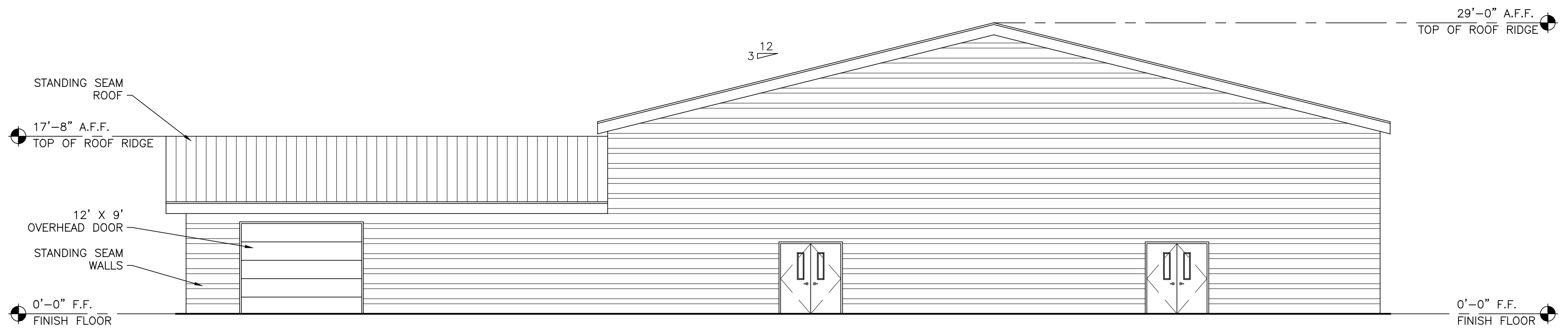


PRELIMINARY PROJECT SUMMARY:

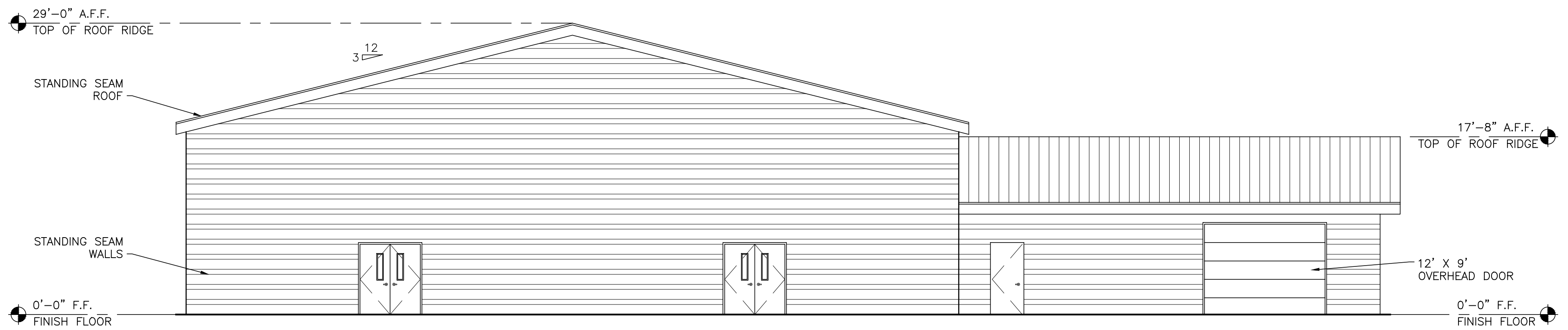
TOTAL SQUARE FOOTAGE 972 SQ FT
OPEN AREA SQUARE FOOTAGE 770SQ FT

**HIDALGO COUNTY HEAD START
CLASSROOM PAVILION & LEARNING BOARDS**

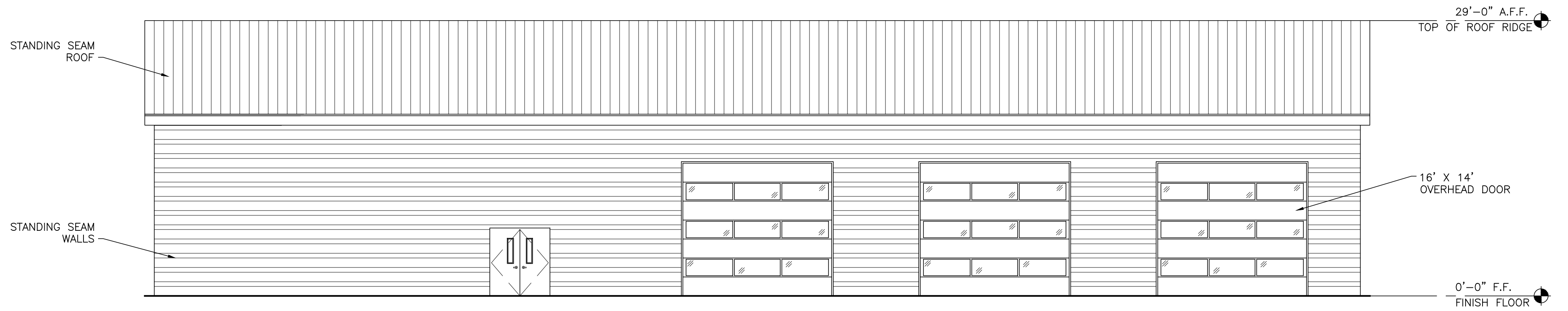
CONCEPTUAL
FLOOR PLAN & ELEVATIONS
10-14-2021
SCALE 1/8"=1'-0" **A2.1**
PROJECT NO. 1822101



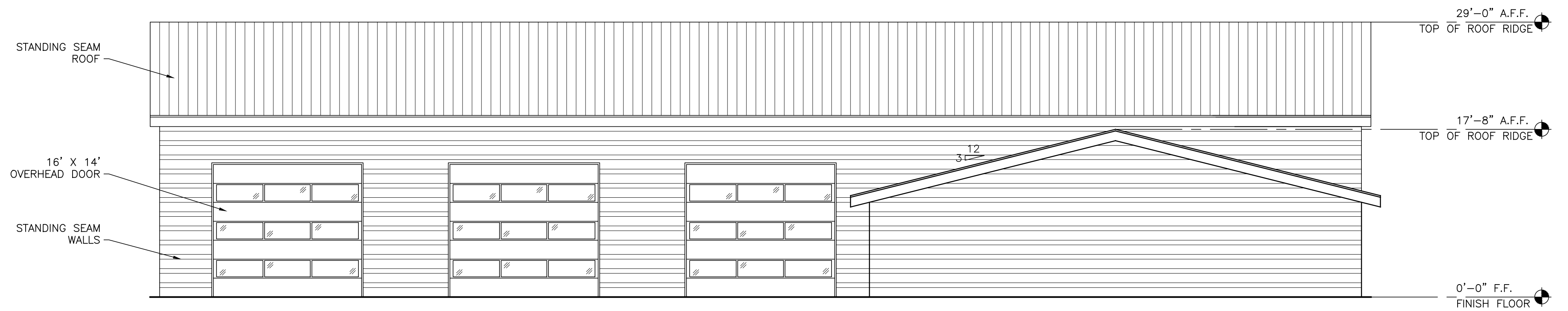
PAVILION SOUTH ELEVATION



PAVILION NORTH ELEVATION



PAVILION EAST ELEVATION



PAVILION WEST ELEVATION

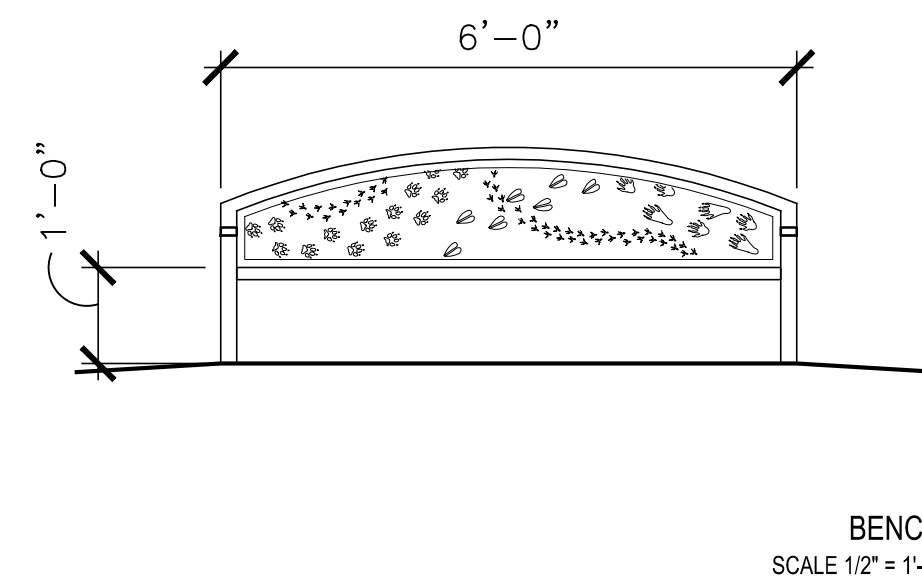
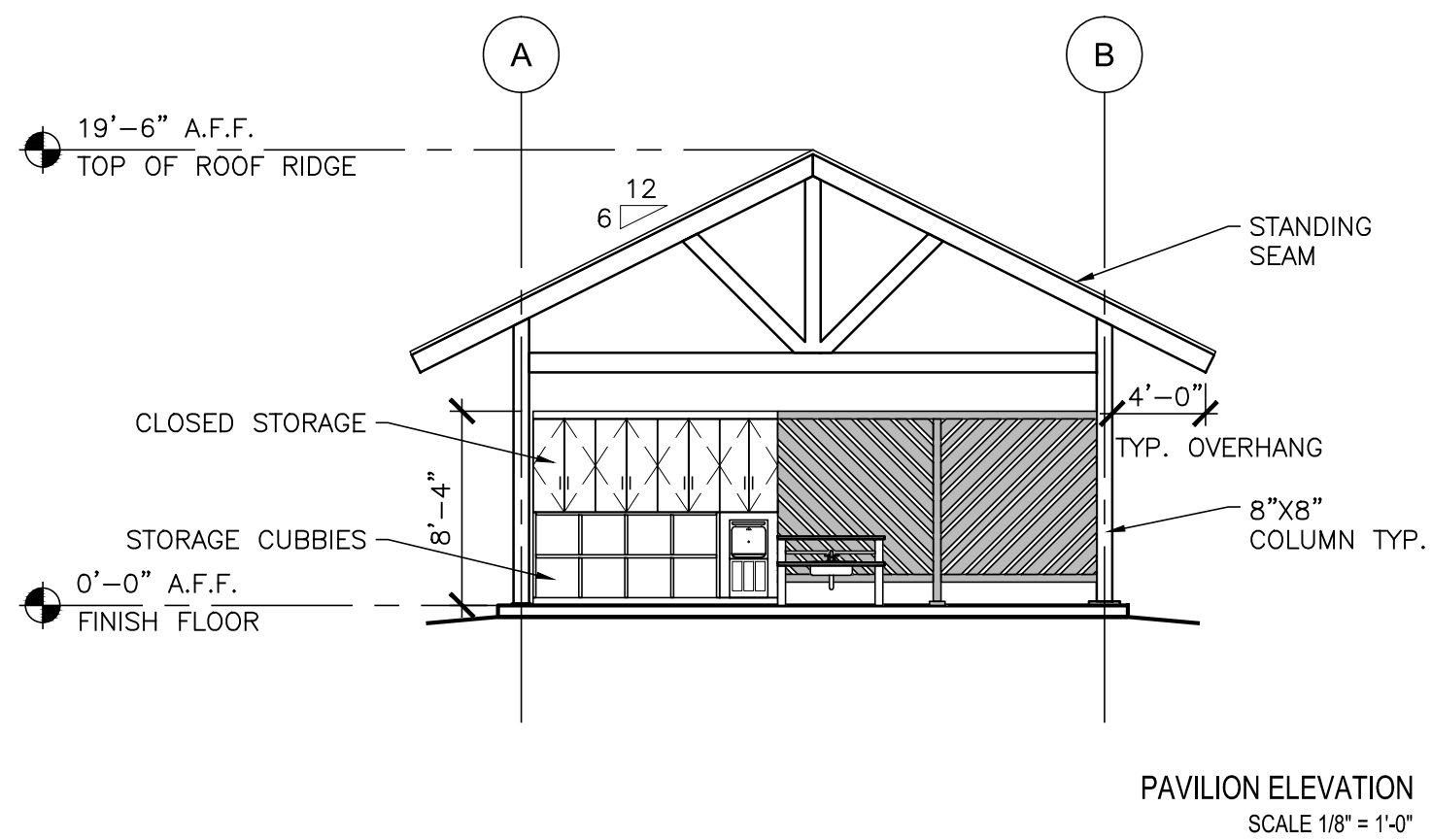
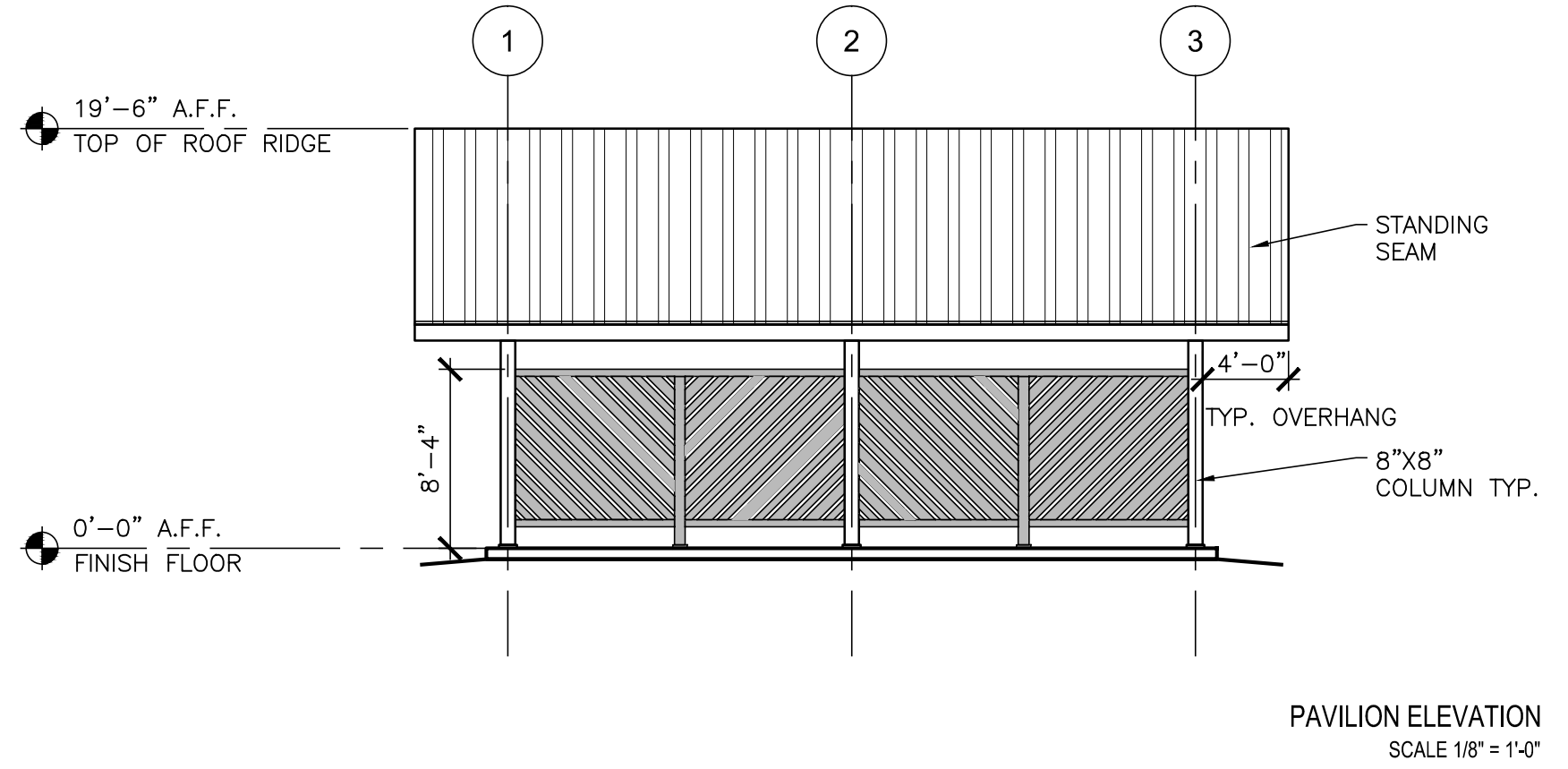
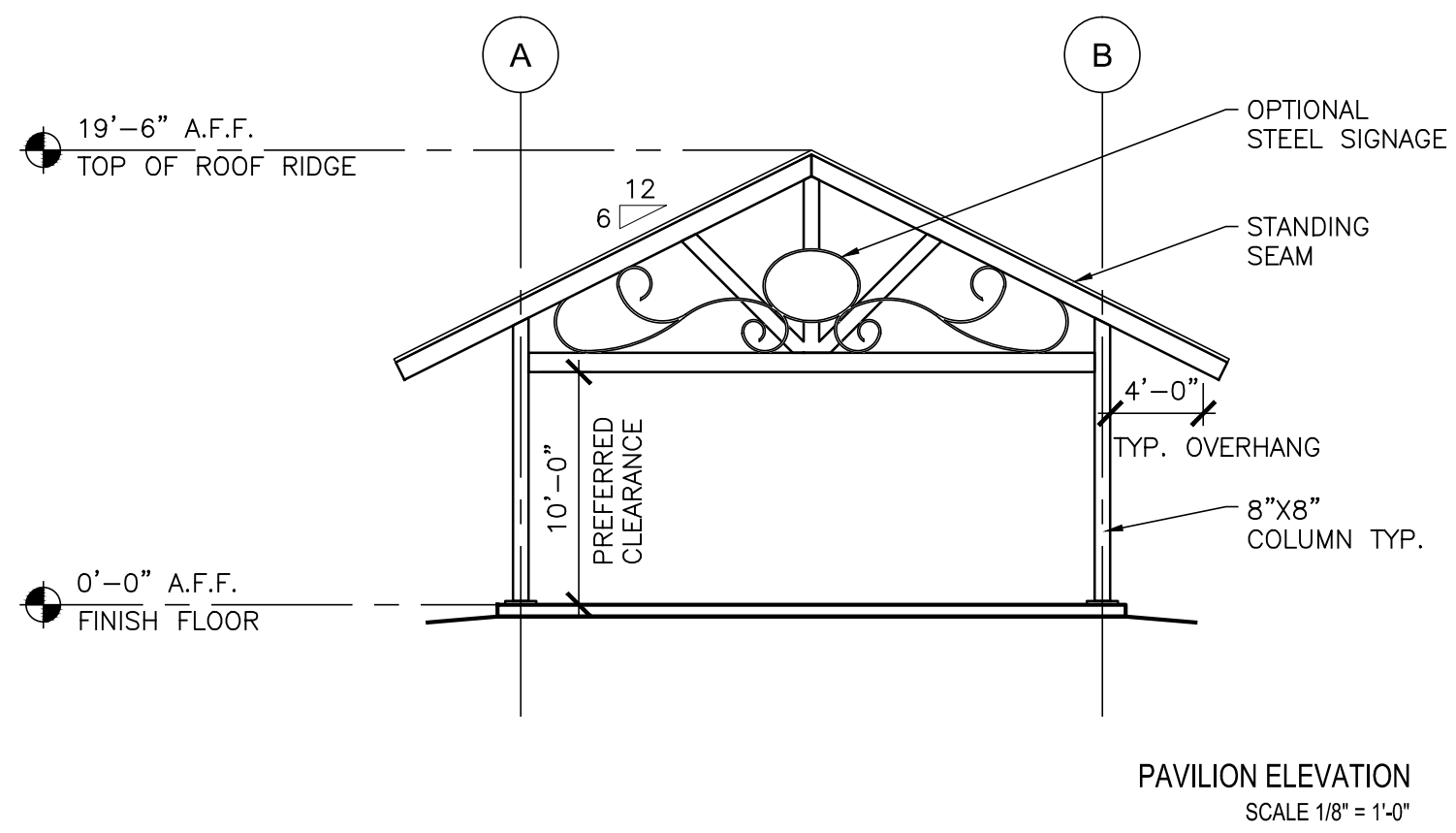
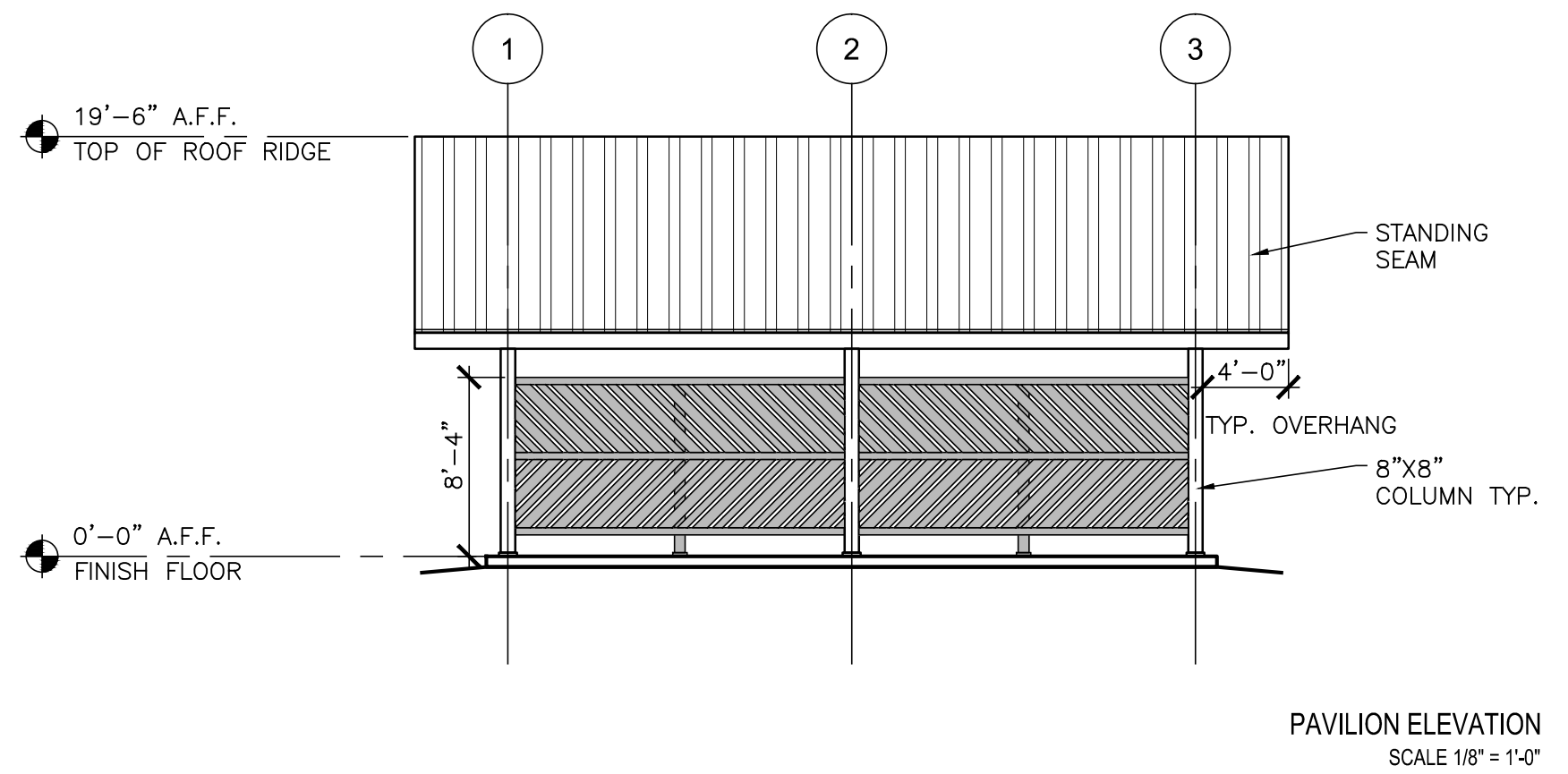
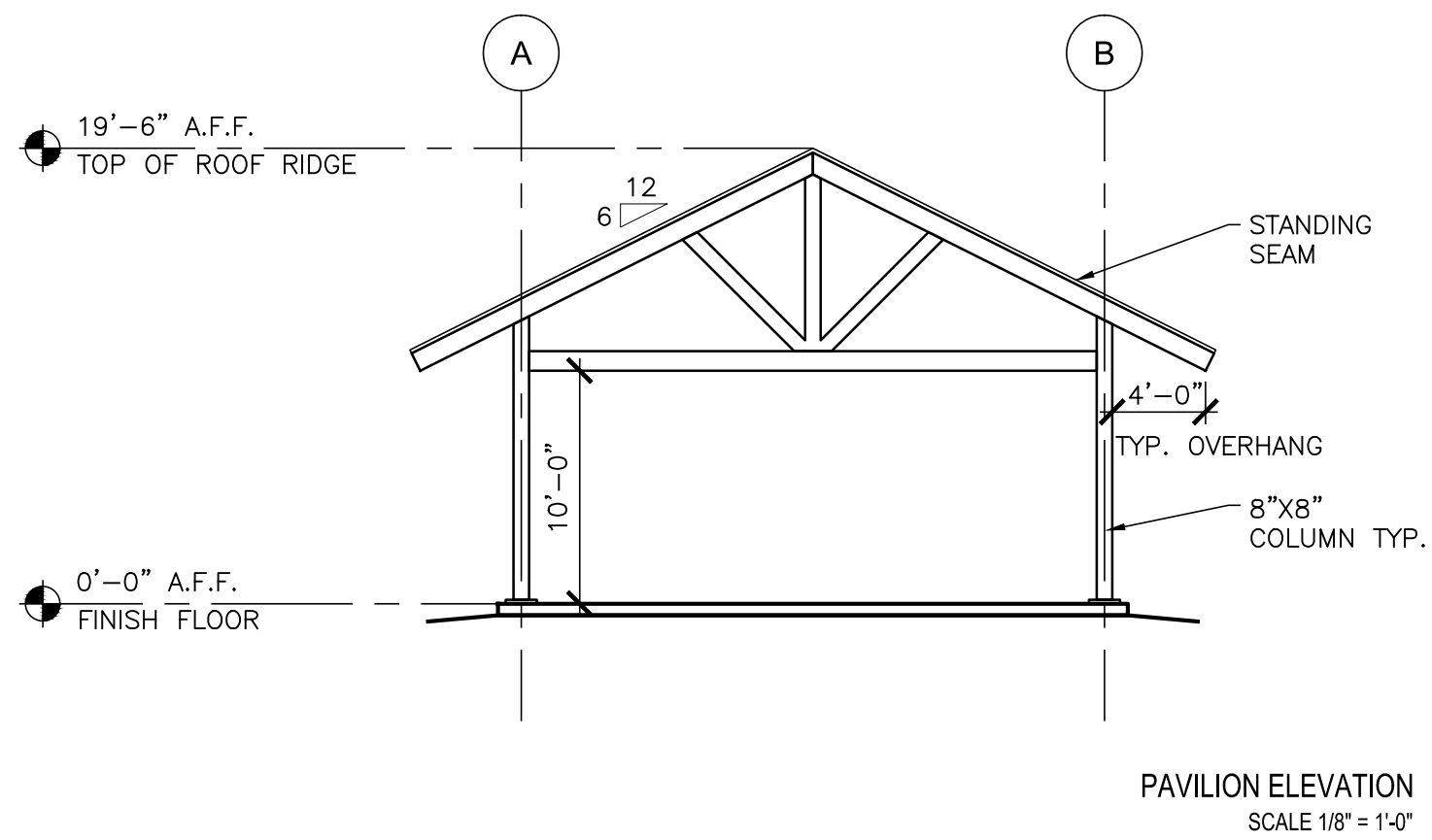


EXHIBIT B

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration services are planned to consist of drilling a total of 9 borings at the project site. The borings will be located within the limits of the proposed development area.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	25	Large Pavilion
4	20	Small Pavilions
3	10	Pavement and Water Fountain Areas

1. Below ground surface.

The drilling depths will be based on topographic conditions at the time of our drilling operations.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If the locations and elevation of each boring requires more precise referencing, a survey firm should be engaged in order to develop the necessary information.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the Standard Penetration Test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

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October 14, 2021 ■ Terracon Proposal No. P88215151



Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits

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- Unconfined compressive strength
- Swell
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning - Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization - Findings of the site exploration
- Geotechnical Engineering - Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

Proposal for Geotechnical Engineering Services

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- Boring logs with field and laboratory data
- Stratification based on Unified Soil Classification System (USCS)
- Groundwater levels, if observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design of floor slabs
- Seismic site classification (IBC)
- Subgrade preparation/earthwork recommendations
- Pavement recommendations

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$10,280.30

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$2,500	
Plans and Specifications Review	\$500	
Site Clearing Services	\$2,200	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services. If borings are performed when crops are planted, a crop damage agreement should be established between the Client and crop owner prior to subsurface exploration.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission

Proposal for Geotechnical Engineering Services

HCHSP Outdoor Learning Environments and Discovery Park ■ McAllen, Texas

October 14, 2021 ■ Terracon Proposal No. P88215151



to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 days
Site Characterization	15 days
Geotechnical Engineering	28 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

HCHSP Outdoor Learning Environments and Discovery Park ■ McAllen, Texas
October 14, 2021 ■ Terracon Proposal No. P88215151

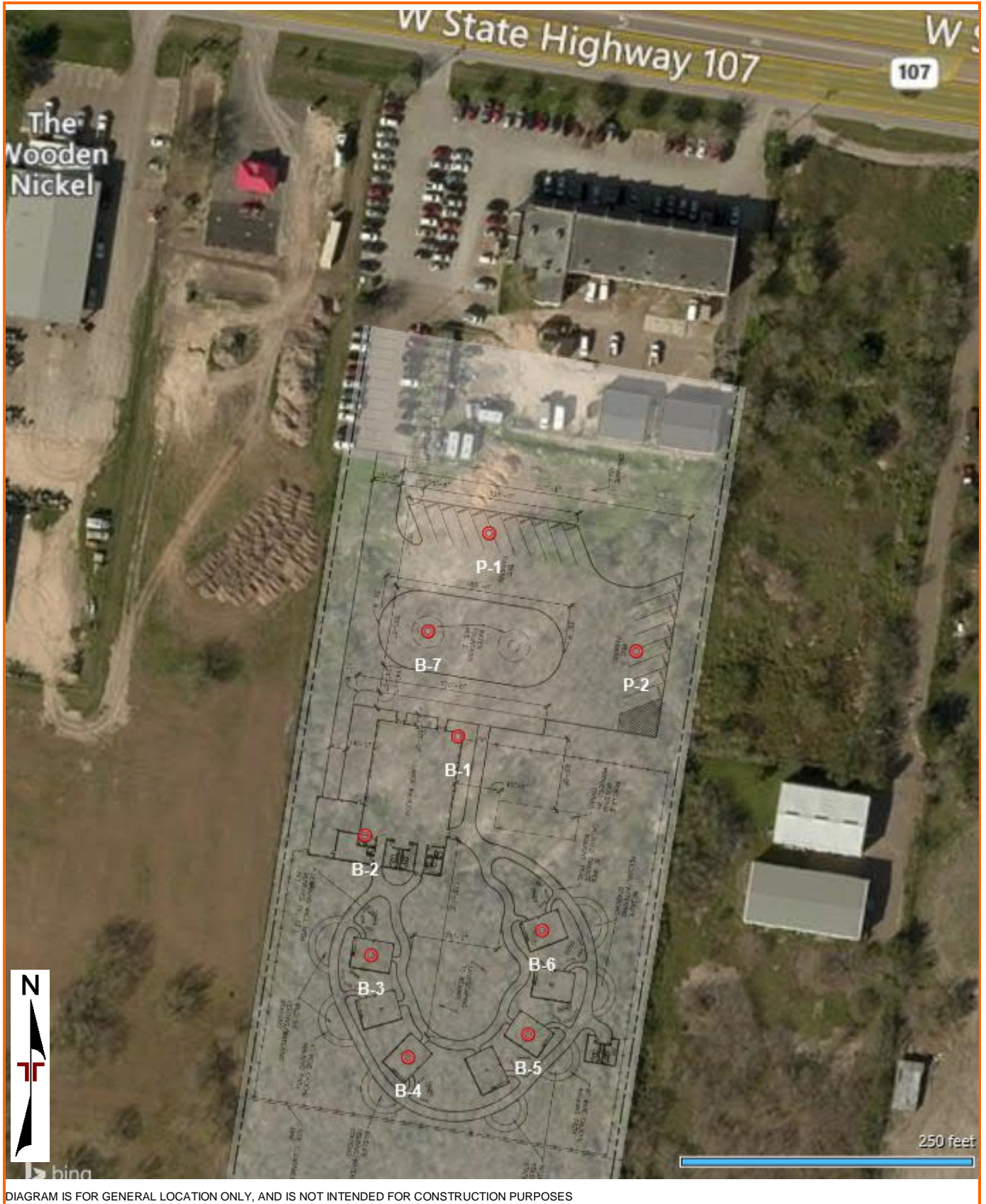


EXHIBIT E

Proposal for Geotechnical Engineering Services

HCHSP Outdoor Learning Environments and Discovery Park ■ McAllen, Texas

October 14, 2021 ■ Terracon Proposal No. P88215151



EXHIBIT E

Detailed Breakdown of the Work Phases

COST WORKSHEET:		Total:		\$10,280.30		10/14/2021 11:41	
# of Borings	Depth of Borings	Footage	# of Samples				
2	25	50 ft	16	<i>Project Name - HCHSP Outdoor Learning Environments and Discovery Park</i> <i>Project Location - 1901 W. State Highway 107</i> <i>City/State - McAllen, Texas</i> <i>Proposal Number - P88215151</i>			
4	20	80 ft	28				
3	10	30 ft	15				
0	0						
0	0						
0	0						
9 Boring(s)	Subtotal:	160 ft	59 Samples				
Drilling/Field				Total			
Local Mobilization	1.5	day(s)	\$300.00	/day	450.00		
Driller Per Diem for 2 People/day	0	day(s)	\$300.00	/day	0.00		
Straight Flight Auger	160	feet	\$10.50	/ft	1,680.00		
Borings over 50 feet	0	feet	\$12.00	/ft	0.00		
Add. Charge for Rock Coring	0	feet	\$32.00	/ft	0.00		
Field Tech to Stake Boring(s)	3	hour(s)	\$60.00	/hr	180.00		
Logger Trip to Site	12	hour(s)	\$60.00	/hr	720.00		
Mileage-Logger	60	miles	\$0.58	/mile	34.80		
Add. Field Tech Time in Field	4	hour(s)	\$60.00	/hr	240.00		
Utility Clearance	1	hour(s)	\$60.00	/hr	60.00		
Boring Backfill	2	hour(s)	\$180.00	/hr	360.00		
Backhoe for Path Access	0	day(s)	\$2,200.00	/day	0.00		
Water Reading(s)	3	hour(s)	\$60.00	/hr	180.00		
Drilling Permit(s)	\$0.00	Permit Cost - Lump Sum			0.00		
Staff Engineer (EIT) in Field	0	hour(s)	\$110.00	/hr	0.00		
Project Manager in Field	0	hour(s)	\$135.00	/hr	0.00		
Principal in Field/hr	0	hour(s)	\$160.00	/hr	0.00		
Subtotal				\$3,904.80			
Laboratory Testing				Total			
Moisture Content	59	test(s)	\$9.50	/test	\$560.50		
Dry Density	2	test(s)	\$30.00	/test	\$60.00		
- 200	13	test(s)	\$55.00	/test	\$715.00		
Sieve Analysis (Gradation)	0	test(s)	\$100.00	/test	\$0.00		
Atterberg Limit	26	test(s)	\$75.00	/test	\$1,950.00		
Swell	2	test(s)	\$165.00	/test	\$330.00		
Unconfined Compression	2	test(s)	\$50.00	/test	\$100.00		
Unconsolidated Undrained	0	test(s)	\$90.00	/test	\$0.00		
Rock Compression	0	test(s)	\$55.00	/test	\$0.00		
Hydrometer	0	test(s)	\$265.00	/test	\$0.00		
Triaxial	0	test(s)	\$450.00	/test	\$0.00		
Consolidated Unconfined	0	test(s)	\$450.00	/test	\$0.00		
Hydraulic Conductivity (Perm)	0	test(s)	\$350.00	/test	\$0.00		
Subtotal				\$3,715.50			
Engineering Report/Time				Total			
Senior Principal	4	hour(s)	\$175.00	/hr	\$700.00		
Principal	0	hour(s)	\$160.00	/hr	\$0.00		
Project Manager/Engineer	6	hour(s)	\$135.00	/hr	\$810.00		
Staff Engineer (EIT)	8	hour(s)	\$110.00	/hr	\$880.00		
CADD Technician	2	hour(s)	\$45.00	/hr	\$90.00		
Project Secretary	4	hour(s)	\$45.00	/hr	\$180.00		
Subtotal				\$2,660.00			
Total:				\$10,280.30			

EXHIBIT F



CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)
12/21/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1312893 TERRACON CONSULTANTS, INC. 1506 MID-CITIES DRIVE PHARR TX 78577	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C: The Travelers Indemnity Company 25658	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 14047707 **REVISION NUMBER:** XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-6N32541-0 (AOS) TRK-UB-6N32384-6 (AZ,MA,WI)	1/1/2021 1/1/2021	1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	26030216	1/1/2021	1/1/2022	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ NO. RFQ #2017-007-02-01-FAZ. PROFESSIONAL SERVICES AGREEMENT C-20-071-01-28. HIDALGO COUNTY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14047707
 HIDALGO COUNTY PURCHASING DEPARTMENT
 ADMINISTRATION BUILDING
 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

Joseph M. Arnold

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EXHIBIT G

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 MONTH, 2021.

THE ENGINEER:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Richard F. Cortez, County Judge

LIST OF ATTACHMENTS
(as required)