



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

1. County and Engineer hereby agree that this Agreement is entered into in order to provide the services in connection with the **Project** for Hidalgo County Precinct #2.

2. The County will furnish Specifications for the Project to the Engineer for the development of project and fulfillment of this Agreement. Engineer agrees to review the project as presented by County and submit to County within fourteen (14) days of receipt of the Specifications, a proposal and work authorization. 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 Engineer's consultants); and (4) cost for reimbursable expenses (collectively the "Engineering Services");

3. The County may enter into negotiations with the Engineer regarding the Engineering Services Project Proposal and should the parties reach an agreement, then Engineer will submit a "Work Authorization" to County for approval and execution. The Work Authorization will detail the Engineer's duties and responsibilities for the project. Services to be provided by the engineer are detailed in the attached **Exhibit "C"**. However, if the parties are unsuccessful at coming to terms for any project, then the County may seek the services of other engineers.

4. Engineer agrees in performing the Services that it shall 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 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.

6. **Term.** This Agreement shall terminate on December 31, 2024 or upon completion of the Project (hereinafter referred to as the "Termination Date"), unless extended by written supplemental

agreement, as provided in Article 9 hereof, duly executed by the Engineer and the County prior to the Termination Date, or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County as per Project “Work Authorization” as more particularly described in **Exhibit “D.”**

**7. Compensation and Work Authorizations.** The maximum amount payable under this Agreement shall not exceed the amount for each “Work Authorization”, an example of which is attached hereto and incorporated by reference as **Exhibit “D”**, unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. 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. 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 Engineer 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 Engineer, or of a subcontractor, the 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, an amendment shall be executed by use of a “Supplemental Agreement Form” more particularly described in **Exhibit “E”** and attached to this Agreement. The County retains the right to

reject any such amendment(s) proposed by the Engineer. Any such amendment(s) 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 Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in **Exhibit "B"**– Engineer 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 procurement laws.

**10. Reporting.** The Engineer shall promptly advise the County 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 and any County or, if Federal Funds are involved, Federal assistance 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 Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer shall not be liable for the reuse or modification of its work product. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**12. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and 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 County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County 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 Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County'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 any project awarded 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 Authorization as provided by **Exhibit "D"**, attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

- 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 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
- 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 and/or local laws, regulations, orders and/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, subconsultant, or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. 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 in 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, Engineer's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Engineer's activities in providing the services to County. 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. Engineer shall furnish to County certificate(s) of insurance and all renewals throughout the duration of any assigned Project on an Accord form with Hidalgo County endorsed as an additional insured, issued by the insurer that such insurance is in full force and effect. See **Exhibit "F"** "Insurance Information" and made part of this agreement.

**18.** As a condition of this Agreement, 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 Services for a particular project. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Engineer shall immediately notify the County.

**19.** All trucks or vehicles operated by the 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 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.

**20. 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

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

**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 the legal requirements and only during the time such conflict exists.

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

**24. No Waiver.** No waiver by County 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 any 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 County and Engineer, and not otherwise.

**26. Venue.** 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.

**27. INDEMNIFICATION.** Engineer shall indemnify and hold harmless County, 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 County to the extent arising out of, resulting from, or connected with the negligent provision of the Services by Engineer under this Contract. Said indemnity shall cover any intentional misconduct, negligent act, or failure to act by the 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 becomes 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 theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With Copy to: Commissioner, Precinct No. 2  
Attention: Commissioner  
300 W Hall Acres Rd,  
Pharr, TX 78577

If to Engineer: B2Z Engineering, LLC  
Attn: Aisha Gonzalez, President  
900 S. Stewart Rd., Ste 4  
Mission, Texas 78572

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 agree that they will use reasonable, good faith efforts to 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 neutral 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 County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

**33. Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

**34. 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 Engineer. 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 Engineer. 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).

**35. IMMUNITIES.** Nothing in this Agreement is intended to, and County does not 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.

**36. Nondiscrimination:** 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 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]***

**EXECUTED** as of the day and year first written above.

**COUNTY:**  
**COUNTY OF HIDALGO, TEXAS**

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

**ENGINEER:**  
**B2Z ENGINEERING, LLC**

By: \_\_\_\_\_

Printed Name Aisha Gonzalez

Title President

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

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

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**ATTACHMENTS:**

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

## EXHIBIT “B”



### Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2021	Contract Rate FY 2022†	Contract Rate FY 2023†
Senior Project Manager / Principal	\$ 75.00	\$ 234.39	\$ 241.42	\$ 248.66
Project Manager	\$ 68.00	\$ 212.51	\$ 218.88	\$ 225.45
Senior Construction Engineer / Manager	\$ 62.00	\$ 193.76	\$ 199.57	\$ 205.56
Geotechnical Engineer	\$ 60.00	\$ 187.51	\$ 193.13	\$ 198.93
Construction Manager / PMP	\$ 60.00	\$ 187.51	\$ 193.13	\$ 198.93
Construction Superintendent	\$ 42.00	\$ 131.26	\$ 135.19	\$ 139.25
Environmental Manager (10+ Years Exp.)	\$ 49.00	\$ 153.13	\$ 157.73	\$ 162.46
Project Engineer (10+ Years Exp.)	\$ 45.00	\$ 140.63	\$ 144.85	\$ 149.20
Engineering Lab Manager	\$ 43.00	\$ 134.38	\$ 138.41	\$ 142.56
Design Engineer (5~10 Years Exp.)	\$ 40.00	\$ 125.01	\$ 128.76	\$ 132.62
GIS / Senior Engineering Tech	\$ 38.00	\$ 118.76	\$ 122.32	\$ 125.99
Environmental Specialist	\$ 37.00	\$ 115.63	\$ 119.10	\$ 122.67
Construction Inspector	\$ 30.00	\$ 93.75	\$ 96.57	\$ 99.46
EIT	\$ 29.00	\$ 90.63	\$ 93.35	\$ 96.15
Construction Record Keeper	\$ 28.00	\$ 87.50	\$ 90.13	\$ 92.83
Unmanned Aircraft System (UAS) Pilot	\$ 27.00	\$ 84.38	\$ 86.91	\$ 89.52
Laboratory / Field Technician	\$ 26.00	\$ 81.25	\$ 83.69	\$ 86.20
Engineer Tech	\$ 25.00	\$ 78.13	\$ 80.47	\$ 82.89
CADD Operator	\$ 23.00	\$ 71.88	\$ 74.03	\$ 76.26
Admin/Clerical	\$ 22.00	\$ 68.75	\$ 70.82	\$ 72.94
Overhead Rate*: 179.03% Profit Rate: 12.00%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment.			
<b>Direct Expenses:</b>				
Lodging.....	\$96/night			
Meals.....	\$55/day			
Mileage.....	\$0.56/mile			
Car Rental.....	\$60.00/Day			
Aerial Drone Flight.....	\$250.00/hr			
Air Travel (Coach/Business Class).....	<b>At Cost</b>			
8 1/2" X 11" copies.....	\$1.00/sheet			
11" X 17" copies.....	\$1.50/sheet			
Overnight Mail - Letter Size.....	\$15.00/Each			
Overnight Mail - Oversized Box.....	\$25.00/Each			

\* = Overhead Rate is TxDOT 2020 Approved Audited Overhead Rate.

† = 3% Escalation Rate added to future fiscal years.

# **EXHIBIT “C”**

## **SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER**

The services to be provided by the ENGINEER in providing Professional Engineering Services for the Hidalgo County Precinct 2 Stormwater Management Project are as follows:

EXHIBIT “C”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

**SECTION 1 - EXECUTIVE SUMMARY**

The Environmental Protection Agency (E.P.A.) released an update to the Overview of Clean Water State Revolving Fund Eligibilities (CWSRF) in May of 2016. CWSRF is a state program that can fund a wide variety of water quality protection efforts. Eligibility for CWSRF assistance requires that a project meet the criteria of one of the eleven CWSRF eligibilities.

- Centralized Wastewater Treatment
- Energy Conservation
- Water Conservation
- Stormwater
- Agricultural Best Management Practices
- Decentralized Wastewater Treatment
- Resource Extraction
- Contaminated Sites
- Landfills
- Habitat Protection and Restoration
- Silviculture
- Desalination
- Groundwater Protection and Restoration
- Surface Water Protection and Restoration
- Planning/Assessment

**Stormwater**

Eligible stormwater projects include gray and green infrastructure. Stormwater harvesting and use and land conservation/easements are also suitable. Stormwater projects must have a water quality benefit.

Green Infrastructure projects include:

- Rainwater harvesting collection, storage, management, and distribution systems

Assistance may be provided:

- to any municipality or inter-municipal, interstate, or State agency for publicly owned stormwater projects. Section 603(c)(1)
- to any municipality or municipal entity to manage municipal wet weather discharges on an integrated watershed or subwatershed basis to demonstrate the effectiveness of a unified wet weather approach. Section 603(c)(7)
- to any municipality or municipal entity for the development and implementation of a municipality-wide stormwater management plan. Section 603(c)(7)

**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**SECTION 2 - PROJECT DESCRIPTION**

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT NAME: Hidalgo County Precinct 2 Stormwater Management Project

PROJECT/DESCRIPTION: Developing a stormwater management plan within Hidalgo County Precinct 2 boundary to manage, reduce, and recapture rural stormwater. The project shall include PS&E for Precinct 2 staff to implement.

PROJECT AREA: Within Hidalgo County Precinct 2 managed limits.

LIMITS: All rural roads maintained by Hidalgo County Precinct 2 (Approx. 86 Miles)

**PROJECT CLASSIFICATION**

(Place an “X” in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Stormwater
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)
- Pedestrian Facility – Hike & Bike Trail

**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**SECTION 3 – DATA COLLECTION & PROCESSING**

B2Z, through this scope of services, shall collect project data using two methods. sUAV Drone Data Collection and Field Surveying.

B2Z, using commercial-grade sUAV drones, will collect high-resolution digital photogrammetric frame imagery. B2Z will process the sUAV data to produce a fully rectified and seamless orthoimage mosaic, including a Digital Terrain Model (D.T.M.) to provide existing elevations for modeling and design use.

B2Z shall provide all aerial photography and data processing services as noted under this scope of services for Hidalgo County Precinct 2’s (Client) use. B2Z shall maintain a direct line of communication and coordination with the Client throughout the project.

B2Z, using commercial-grade field surveying equipment, will collect all existing field elevations that were not accessible by the sUAV drone including, but not limited to existing culvert and outfall flow lines.

Data collected and processed during this section include:

- All Precinct 2 managed roadways, including all R.O.W. limits;
- All Precinct 2 managed roadside ditches, including flow line elevations;
- All Precinct 2 managed culverts and inlets, including flow line elevations;
- All Precinct 2 managed detention and retention facilities, including pond elevations;
- All Precinct 2 managed drain ditch data, including top of bank and flow line elevations.

**SECTION 4 – EXISTING SYSTEM INVENTORY**

B2Z, through this scope of services, shall develop a database of Precinct 2’s existing roadside ditch quantities, existing outfalls, and existing culverts. Data cataloged will include, but not be limited to:

- Existing roadside ditch quantities, including
  - Condition assessment
  - Operable or Inoperable
- Existing outfall quantities, including,
  - Condition assessment
  - Material
  - Size
  - Length
- Existing culvert quantities, including
  - Condition assessment
  - Material
  - Size
  - Length

B2Z will deliver this database in excel format to Precinct 2 Field Operations Director for inventory and future use.

**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**SECTION 5 – STORMWATER MANAGEMENT PLAN**

B2Z, through this scope of services, shall develop a stormwater management plan that will address stormwater run-off, potential water quality and quantity issues, and the complexity of regulatory compliance on the local, state, and federal levels. This plan will include developing retrofits, rehabilitate existin stormwater assets, and assessing post-construction maintenance programs.

B2Z, through this scope of services, shall develop the following services for the County:

- Stormwater Management Plan
- Stormwater Best Management Practices (BMPs)
- Slope and Site Stabilization Planning and Design
- Erosion and Sediment Control
- Hydrologic & Hydraulics Analysis

**SECTION 6 – PLANS, SPECIFICATIONS, & ESTIMATE (PS&E)**

B2Z, through this scope of services, shall develop a stand-alone PS&E set for Hidalgo County Precinct 2 Field Operations department. The PS&E set shall include the following sheets:

- Title Sheet
- Sheet Index
- Project layout
- Estimate & Quantities
- Plan & Profile Sheets
- Drainage Sheets
- AASHTO and TxDOT Standard sheets describing the methods and techniques to retrofit, replace, and install all stormwater system components.



**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. \_\_:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:**  
B2Z ENGINEERING, LLC

**THE OWNER:**  
HIDALGO COUNTY

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name

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

**ATTEST:**

\_\_\_\_\_  
By: Arturo Guajardo Jr., County Clerk

**EXHIBIT “E”**  
**Supplemental Agreement Form**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
TO AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of the project specific Professional Services Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and B2Z Engineering, LLC, hereinafter called the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ concerning Stormwater Management Project within Hidalgo County Precinct #2;

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, **Owner** authorized a Project Specific Work Authorization for Stormwater Management Project (hereinafter referred to as the “**Project**”); and,

**WHEREAS**, it has become necessary to amend the Agreement to

\_\_\_\_\_

\_\_\_\_\_

**NOW THEREFORE**, in consideration of the mutual covenants provided below, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph \_\_\_ of the **Agreement**, (paragraph 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:**  
B2Z ENGINEERING, LLC

**BY:** \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_

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

**BY:** \_\_\_\_\_  
Richard F. Cortez, County Judge

**LIST OF ATTACHMENTS**

(as required)



Exhibit "F"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2021

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: The Risk Specialty Group, LLC
INSURED: B2Z Engineering, LLC
CONTACT NAME: Candi Carpenter
INSURER(S) AFFORDING COVERAGE: INSURER A: The Travelers Indemnity of Ame, INSURER B: Travelers Property Casualty In, INSURER C: Hudson Insurance Company, INSURER D: The Phoenix Insurance Company, INSURER E: , INSURER F:

COVERAGES CERTIFICATE NUMBER: 2036075659 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

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

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: [Signature]