

# Hidalgo County Head Start Program

## Policy Council Regular Agenda

**DATE:** December 8, 2021

**SUBJECT:** Discussion/Approval of Professional Services Agreement with CONSOR Engineers, LLC to Provide Structural Engineering and Other Related Services for the Hidalgo County Head Start Program Outdoor Learning Environments and Discovery Classrooms Project

**RATIONALE/NEED:** The agreement for Structural Engineering services has been submitted by Javier Martinez, CONSOR Engineers, LLC and negotiated with administrative staff and requires further review by Policy Council and Commissioners' Court and by legal counsel for both entities prior to final approval.

**RECOMMENDATION:** Administration recommends approval after proper reviews by each entity and their legal counsel.

**COST:** \$80,375

**RELATED INFORMATION INCLUDES:** Agreement is attached

\*\*\*\*\*

**INITIATED BY:** Teresa Flores, Executive Director

**REVIEWED BY:** Teresa Flores, Executive Director

**EXECUTIVE DIRECTOR'S APPROVAL:** *Teresa Flores*

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-21-007-12-14-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 CONSOR ENGINEERS, LLC. Professional Engineers from McAllen, Texas herein called the “STRUCTURAL ENGINEER.”

**W I T N E S S E T H:**

**WHEREAS,** the PROGRAM is in need of **Professional Engineering Services** for the “Structural Engineering 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 “Structural Engineering 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 STRUCTURAL 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 STRUCTURAL ENGINEER do mutually agree as follows:

1. PROGRAM and STRUCTURAL ENGINEER hereby agree that this Agreement is entered into in order to provide Structural Engineering 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.” STRUCTURAL ENGINEER reviewed the project as presented by the PROGRAM and submits to the PROGRAM a proposal to include, but not be limited to, the following: **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”**- Certificate of Insurance. **Exhibit “F”** Supplemental Agreement.

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

4. **STRUCTURAL 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 STRUCTURAL ENGINEER.** PROGRAM reserves the right to request these services from sources other than the STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL 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. STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL ENGINEER, or of a subcontractor, the STRUCTURAL 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 “E,”** attached hereto and incorporated by reference herein. The PROGRAM retains the right to reject any such amendment proposed by the STRUCTURAL 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 STRUCTURAL ENGINEER, the PROGRAM shall require the STRUCTURAL 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 STRUCTURAL ENGINEER, the PROGRAM will reimburse the STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL ENGINEER or furnished to the STRUCTURAL 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 STRUCTURAL ENGINEER shall not be liable for the reuse or modification of its work product. The STRUCTURAL 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 STRUCTURAL ENGINEER, followed by written confirmation from the PROGRAM to STRUCTURAL ENGINEER to that effect. The thirty-day notice may be waived as agreed in writing by both the PROGRAM and STRUCTURAL 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 STRUCTURAL ENGINEER. The sixty-day notice may be waived if agreed in writing by both the PROGRAM and STRUCTURAL 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 STRUCTURAL 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 Geotechnical Engineer (Terracon Consultants, Inc.), and the MEP Engineer (Alpha Infrastructure Engineering); The STRUCTURAL 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 STRUCTURAL ENGINEER'S services and work.

At the request of the PROGRAM or the STRUCTURAL ENGINEER, conferences shall be provided at the STRUCTURAL ENGINEER'S office, the offices of the PROGRAM, or at other locations designated by the PROGRAM. These conferences shall also include evaluation of the STRUCTURAL 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 STRUCTURAL ENGINEER'S preliminary report will be addressed by the STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL ENGINEER'S Services and work does not satisfy the requirements of the Agreement, the PROGRAM shall review the approved **work** with the STRUCTURAL ENGINEER to determine the corrective action needed by either the PROGRAM or the STRUCTURAL ENGINEER.

The STRUCTURAL ENGINEER shall promptly advise the PROGRAM in writing of events which have a significant impact upon the progress of the STRUCTURAL 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 STRUCTURAL ENGINEER within established time periods; this disclosure will be accompanied by a statement by the STRUCTURAL 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.** STRUCTURAL 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 STRUCTURAL ENGINEER under this Agreement. Notwithstanding the foregoing sentence, STRUCTURAL 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. STRUCTURAL 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 STRUCTURAL ENGINEER shall not assign, sub-contract, or transfer the STRUCTURAL ENGINEER'S interest in this Agreement without the prior written consent of the PROGRAM. The STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL ENGINEER.

**17. Insurance.** Consistent with its status as an independent contractor and at its sole expense, STRUCTURAL 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, STRUCTURAL ENGINEER'S activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering STRUCTURAL 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. STRUCTURAL 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 "C,"** i.e., **Certificates of Insurance**, attached hereto and incorporated by reference herein. For each applicable policy, STRUCTURAL ENGINEER shall name the PROGRAM as an additional insured. STRUCTURAL ENGINEER shall notify the PROGRAM a minimum of thirty (30) days in advance of cancellation of all or part of a policy. STRUCTURAL ENGINEER shall make any other insurance documentation available to the PROGRAM upon request.

**18. Licenses.** As a condition of this Agreement, STRUCTURAL 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 STRUCTURAL ENGINEER shall immediately notify the PROGRAM.

**19.** All trucks or vehicles operated by the STRUCTURAL 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 STRUCTURAL 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. STRUCTURAL 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 STRUCTURAL ENGINEER hereby certifies that the STRUCTURAL ENGINEER is not delinquent in Texas franchise tax payments, or that the STRUCTURAL 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, STRUCTURAL 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 STRUCTURAL ENGINEER fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies, and outputs required by PROGRAM, or if STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL ENGINEER hereby consents to personal jurisdiction in Hidalgo County, Texas.

27. **INDEMNIFICATION. STRUCTURAL 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 connected with the negligent provision of the services by structural engineer under the contract. Said indemnity shall cover any intentional misconduct, negligent act, or failure to act by the Structural 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 enforcements 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, 2<sup>nd</sup> 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: CONSOR Engineers, LLC.  
Attention: Javier Martinez Jr., Project Manager  
Address: 200 S. 10<sup>th</sup> St.  
McAllen, TX 78501

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 STRUCTURAL 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 STRUCTURAL ENGINEER in accordance with its terms.

**33. Professional Seal.** All documents and data furnished by the STRUCTURAL ENGINEER to the PROGRAM shall bear the Professional seal of a licensed engineer employed by the STRUCTURAL 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 STRUCTURAL 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 STRUCTURAL 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.** STRUCTURAL 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 December 14, 2021***

**STRUCTURAL ENGINEER**

**FIRM NAME: CONSOR Engineers, LLC.**

\_\_\_\_\_  
Javier Martinez Jr., PE  
CONSOR Engineers, LLC.

**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.  
Dba Oxford and Gonzalez

\_\_\_\_\_  
Ricardo Gonzalez, Attorney

**ATTACHMENTS:**

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

**EXHIBIT B – Scope of Services to be provided by the Engineer**

**EXHIBIT C – Fee Schedule**

**EXHIBIT D – Certificate of Insurance**

**EXHIBIT E – Supplemental Agreement**

**EXHIBIT F – COVID-19 Safety Protocols**

# **Exhibit A-1**

**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	<b>Storage Space-</b> for equipment <b>Restrooms</b> Adults- 5 stalls for women and 5 for men <b>Projection Screen</b> <b>Retractable Stage</b>
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

EXHIBIT A

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	

**EXHIBIT A**

<b>Facility</b>	<b>Square Footage</b>	<b>Structure Type</b>	<b>Number</b>	<b>Where Located</b>	<b>Other</b>
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-2**

## Teresa Flores

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**From:** Aylenn Marquez <amarquez@twgarch.com>  
**Sent:** Wednesday, November 03, 2021 5:33 PM  
**To:** javiermartinez@consoreng.com  
**Cc:** teresa.flores@hchsp.org; ambrosio.tovar@hchsp.org; edmundogarcia@hchsp.org; nora.munoz@hchsp.org; Jesse@b2zeng.com; Laura Warren; Miguel Angel Lopez  
**Subject:** 1822101 Structural Scope of Work  
**Attachments:** 1822101\_HIDALGO COUNTY HEADSTART\_LARGE PAVILION.pdf

Good afternoon,

As requested, please find attached exhibits.

### Structural scope of work

The large pavilion will include the foundation, structural columns, CMU wall structure, and roof structure.

The east side restrooms will include the foundation, CMU wall structure, and roof structure.

The classroom pavilions will each require a foundation only.

Refer to drawings for square footage.

If you have any questions or concerns, please feel free to give us a call.

Thank you,

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Regards,

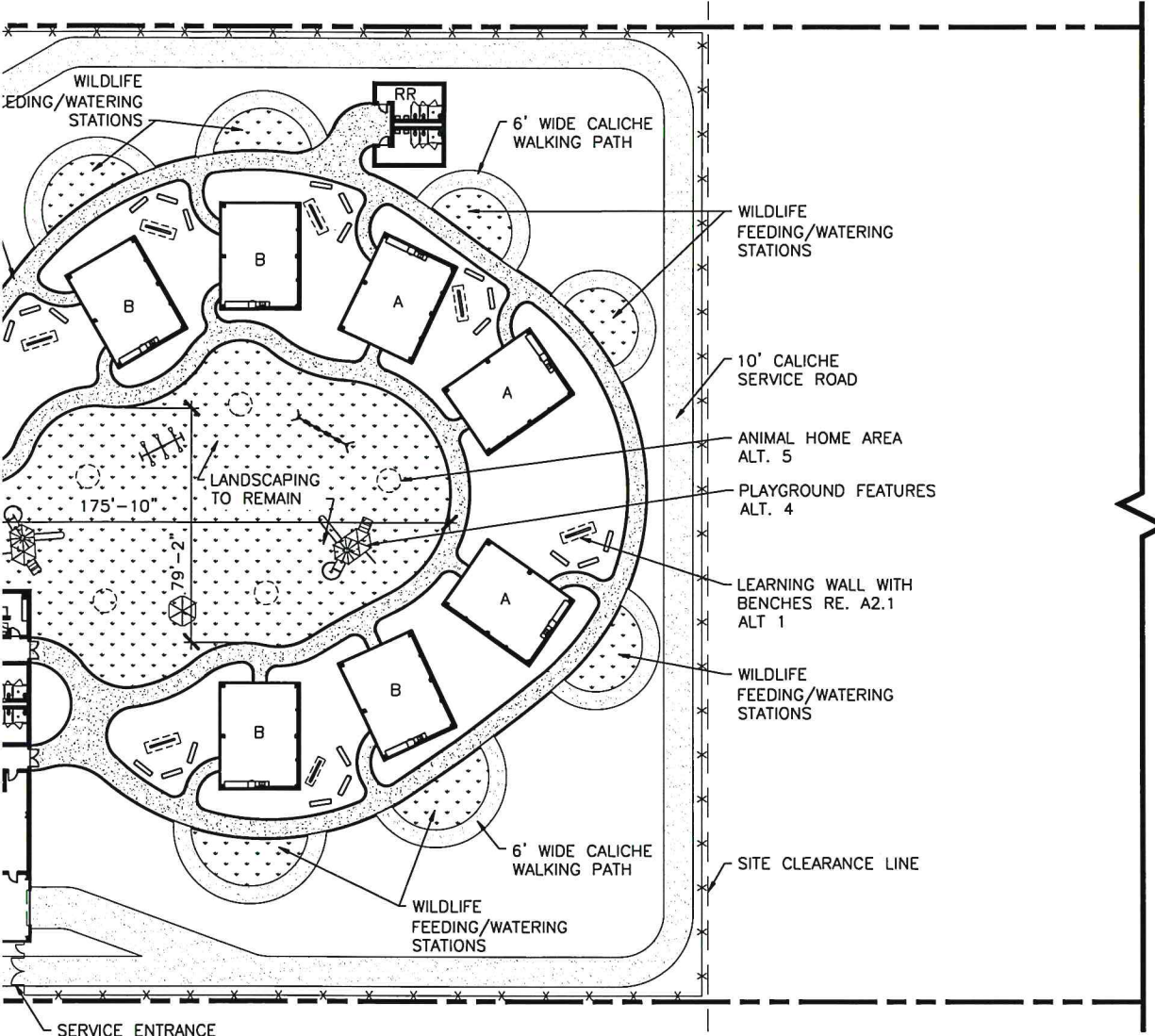


**Aylenn Marquez | Project Manager**

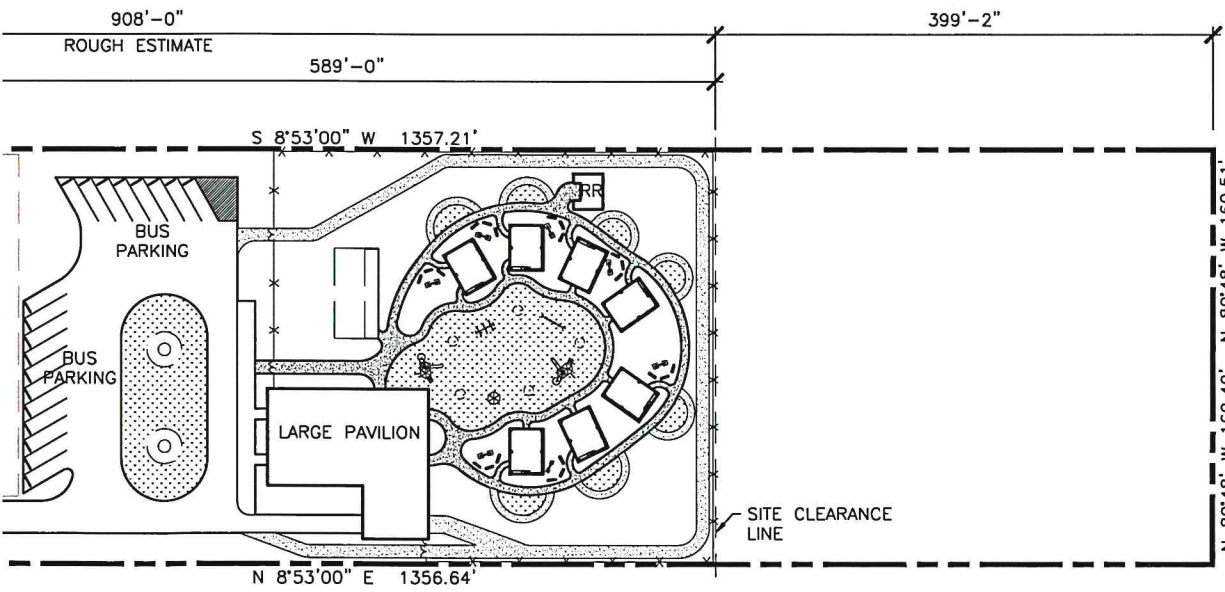
**a:** The Warren Group Architects, Inc.  
804 S. Main Street McAllen, TX 78501

**e:** [amarquez@twgarch.com](mailto:amarquez@twgarch.com) | **w:** [www.twgarch.com](http://www.twgarch.com)

**p:** 956-994-1900

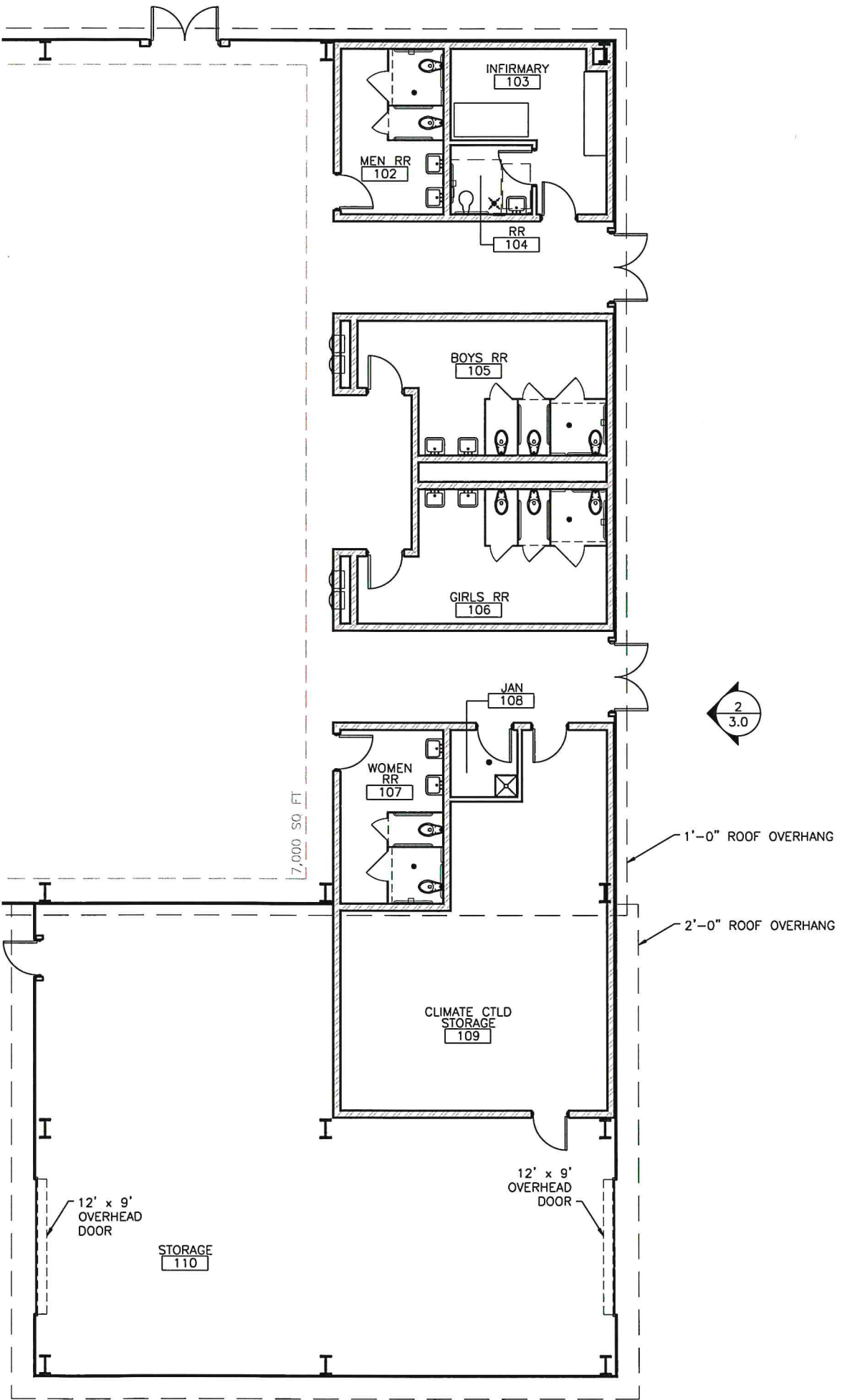


ENLARGED SITE PLAN  
SCALE 1"=40'-0"



OVERALL SITE PLAN  
SCALE 1"=100'-0"





7,000 SQ. FT.



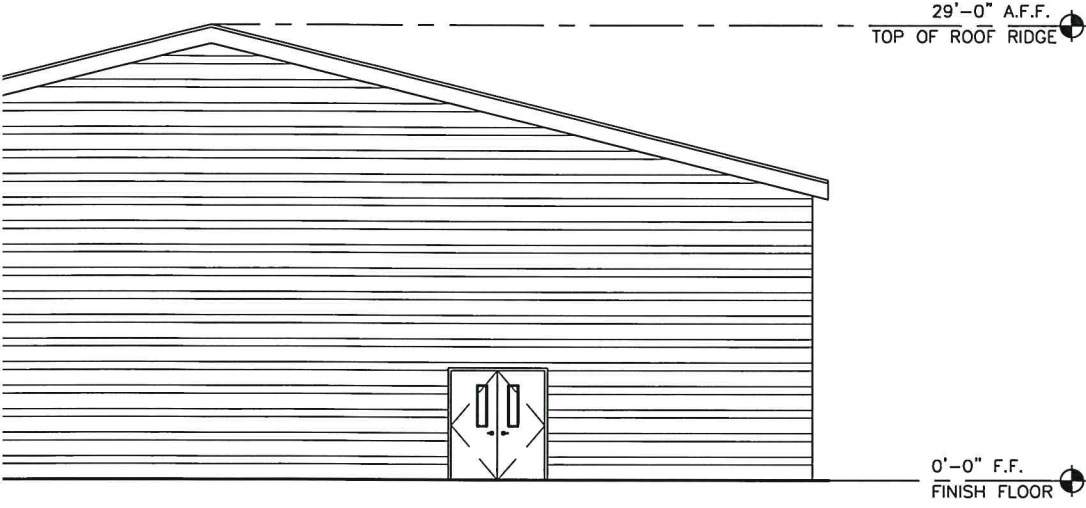
1'-0" ROOF OVERHANG

2'-0" ROOF OVERHANG

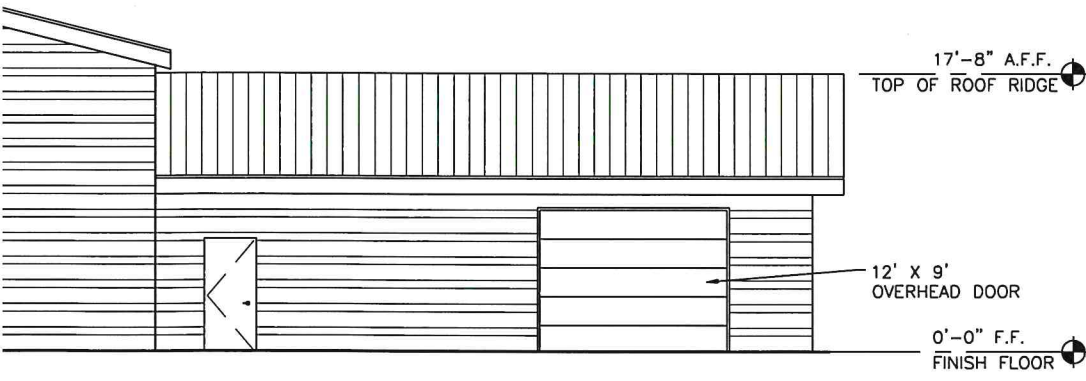
12' x 9'  
OVERHEAD  
DOOR

12' x 9'  
OVERHEAD  
DOOR

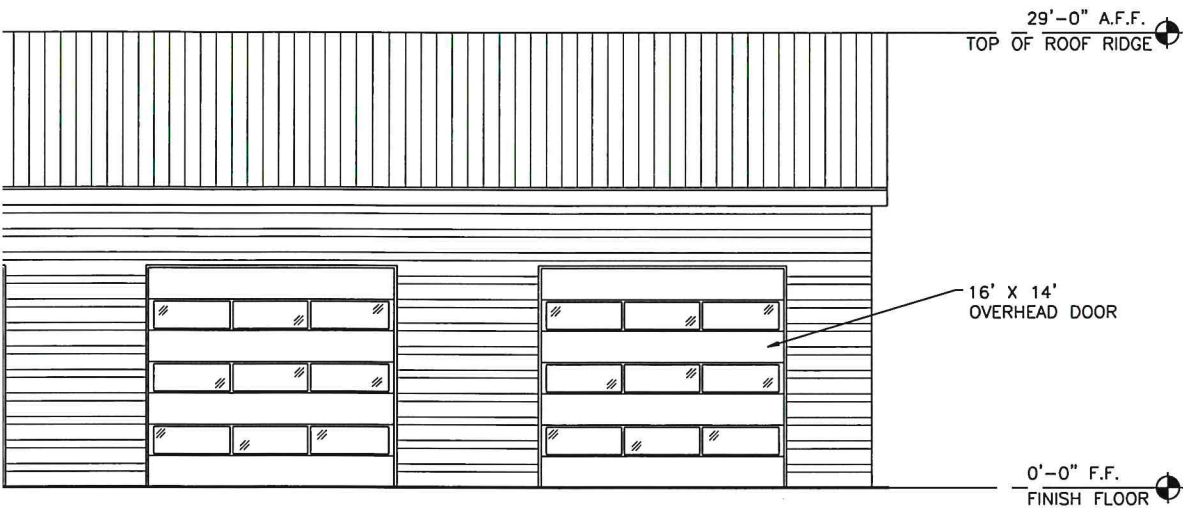




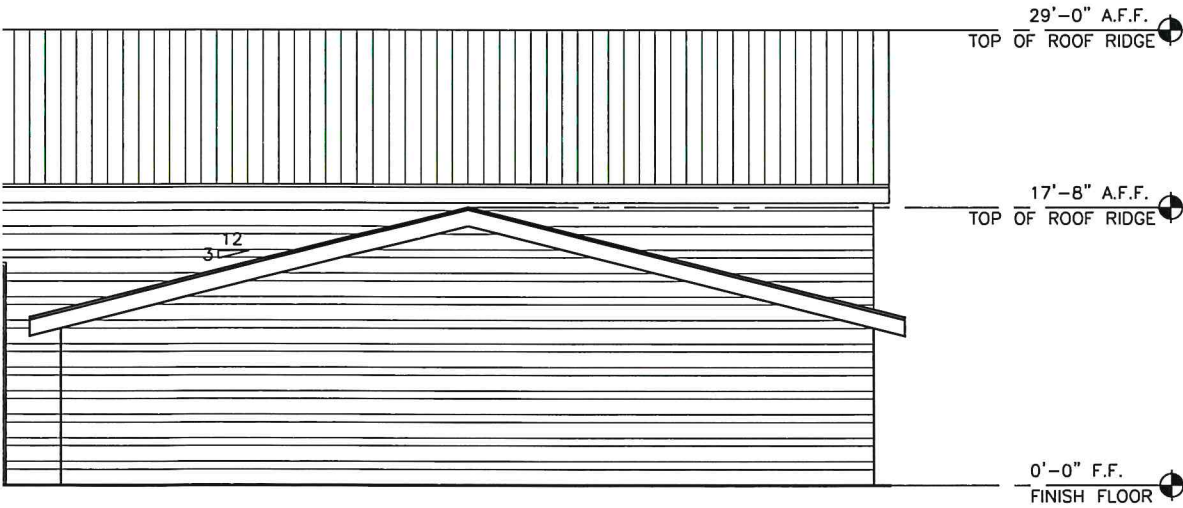
PAVILION SOUTH ELEVATION 2



PAVILION NORTH ELEVATION 1



PAVILION EAST ELEVATION 2



PAVILION WEST ELEVATION 1

# **Exhibit B**



HIDALGO COUNTY HEAD START PROGRAM

STRUCTURAL ENGINEERING

DESIGN AND BID PHASE SERVICES

**EXHIBIT A**

SCOPE OF SERVICES

**PROJECT DESCRIPTION**

CONSOR Engineers is pleased to submit this proposal for Structural Engineering Services for the Hidalgo County Head Start Program, Outdoor Learning Environments and Discovery Classrooms Project. CONSOR understands the project consist of the development of a 7-acre lot to include a parking lot area, outdoor pavilions, a large pavilion, message boards, sidewalk trails, illumination, restroom facilities, playground, and utilities.

CONSOR will be preparing structural design drawings for the 7,000 SF large pavilion (including storage areas and restrooms), foundation design for seven (7) outdoor classrooms (canopy style), and foundation design for seven (7) learning boards/walls.

The proposed structures which CONSOR will design are described as follows:

1. Large Pavilion: a 7,000 SF metal-enclosed structure with overhang doors, structural columns, CMU wall structure, and roof structure (including restrooms).
2. Pavilion/Outdoor Classrooms: 770 SF Concrete foundation.
3. Learning Walls/Boards: Concrete foundation.
4. East side Restroom: Foundation, CMU wall structure, and Roof structure.

CONSOR will design these structures and coordinate with the additional disciplines such as the Architect, Geotechnical Engineer, MEP, Construction Manager, and Hidalgo County Drainage District No.1, Hidalgo County Head Start Program. All structural designs will follow current Design Codes and standards such as the ASCE, AISC, ACI codes, and local, state, and federal regulations. The estimated work schedule is 60 days from receiving 90% architectural plans and geotechnical report.

The following tasks are included in this task order.

- Task 100 – Project Management
- Task 200 – Preliminary Engineering
- Task 300 – Detailed Design
- Task 400 – Bid Phase Services

## **DETAILED TASK DESCRIPTION**

The professional engineering services provided under this task order are detailed below:

### **TASK 100 – PROJECT MANAGEMENT**

CONSOR's Project Manager will coordinate with the Architect's Project Manager periodically to provide progress updates. Additionally, a progress report and invoice will be submitted monthly.

**100.01 – Kick-off Meeting:** Prepare for and attend Project Kick-off meeting between all stakeholders, architect, and other engineering disciplines.

**100.02 – Coordination and Monitoring:** CONSOR will provide internal project management and oversight of office staff, field staff, and if necessary subconsultants as required to execute the work. This will include resource management, project schedule, budget monitoring, progress, and coordination with all other disciplines and stakeholders.

### **TASK 200 – PRELIMINARY ENGINEERING**

**200.01 – Site Investigation and Data Collection:** CONSOR will conduct site visits as necessary and coordinate with Hidalgo County Head Start Program, Architect, and other engineering disciplines to obtain any available information for the preparation of the Structural design. This could include design documents, geotechnical reports, record drawings, and studies related to the proposed improvements. CONSOR will review all available information to accommodate the design process.

### **TASK 300 – DETAILED DESIGN**

**300.01 – 60% Design Package:** CONSOR will develop 60% design documents for review and comment. The 60% design package shall include:

- 60% level design drawings including each structure (large pavilion, outdoor classrooms and learning boards) and the following:
  - Structural General Notes
  - Foundation Plans and corresponding details/sections for Large Pavilion, outdoor classrooms and learning boards
  - Framing Plans, Elevations and Sections for large pavilion
  - Structural Details
- 60% level technical specifications applicable to the Structural Components (Divisions 1 thru 46)

*Deliverables:*

- *Electronic copy of 60% design package*
- *CONSOR will attend the 60% design review meeting.*

**300.02 – 95% Design Package:** CONSOR will develop 95% design documents for review and comment. The 95% design package shall include:

- 95% level design drawings including each structure (large pavilion, outdoor classrooms and learning boards) and the following:
  - Structural General Notes
  - Foundation Plans and corresponding details/sections for Large Pavilion, outdoor classrooms and learning boards
  - Framing Plans, Elevations and Sections for large pavilion
  - Structural Details
- 95% level technical specifications applicable to the project (Divisions 1 thru 46)

*Deliverables:*

- *Electronic copy of the 95% design package*
- *CONSOR will attend the 95% design review meeting.*

**300.03 – Final Design Package:** CONSOR will develop and submit final signed and sealed bidding documents for construction. The final design package shall include:

- Final design drawings
- Structural Technical Specifications

*Deliverables:*

- *1 hard copy set of reproducible final design package*
- *Electronic copy of final design documents*

## **TASK 400 – BID PHASE SERVICES**

CONSOR will provide bid phase services associated with the project. Services to be provided include the following:

- Prepare for the pre-bid meeting
- Prepare and submit addenda
- Attend bid opening

# **Exhibit C**

**EXHIBIT B  
FEE SCHEDULE**

er	Deputy PM		Structural Engineer		EIT		CADD		Admin		Totals	
	Hours	\$58.85	Hours	\$44.00	Hours	\$30.00	Hours	\$27.00	Hours	\$22.00	Hours	Cost
\$192.40	2	\$117.70	2	\$88.00	2	\$60.00		\$0.00	1	\$22.00	13	\$636.70
1,443.00	8	\$470.80	10	\$440.00		\$0.00		\$0.00	2	\$44.00	50	\$2,397.80
1,635.40	10	\$588.50	12	\$528.00	2	\$60.00	0	\$0.00	3	\$66.00	63	\$3,034.50
\$192.40	2	\$117.70	12	\$528.00	16	\$480.00		\$0.00		\$0.00	35	\$1,396.40
\$192.40	2	\$117.70	12	\$528.00	16	\$480.00	0	\$0.00	0	\$0.00	35	\$1,396.40
1,154.40	8	\$470.80	48	\$2,112.00	88	\$2,640.00	100	\$2,700.00	1	\$22.00	281	\$10,038.80
\$789.60	4	\$235.40	24	\$1,056.00	60	\$1,800.00	80	\$2,160.00	1	\$22.00	197	\$6,982.60
\$577.20	2	\$117.70	12	\$528.00	40	\$1,200.00	60	\$1,620.00	1	\$22.00	139	\$5,004.50
2,501.20	14	\$823.90	84	\$3,696.00	188	\$5,640.00	240	\$6,480.00	3	\$66.00	617	\$22,025.90
\$769.60	4	\$235.40	8	\$352.00	8	\$240.00	0	\$0.00	1	\$22.00	39	\$1,775.60
\$769.60	4	\$235.40	8	\$352.00	8	\$240.00	0	\$0.00	1	\$22.00	39	\$1,775.60
5,098.60	30	\$1,765.50	116	\$5,104.00	214	\$6,420.00	240	\$6,480.00	7	\$154.00	754	\$28,232.40

DIRECT COSTS	UNIT	PRICE	QTY	TOTAL
TOTAL				\$0.00



Total Lump Sum	\$80,375.10
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# **Exhibit D**



# CERTIFICATE OF LIABILITY INSURANCE

12/31/2021

DATE (MM/DD/YYYY)

10/26/2021

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B : Hartford Insurance Co of the Midwest		37478
INSURER C : Great American Insurance Company		16691
INSURER D : Manufacturers Alliance Insurance Company		36897
INSURER E : Pennsylvania Manufacturers' Assoc Ins Co		12262
INSURER F : AXIS Surplus Insurance Company		26620

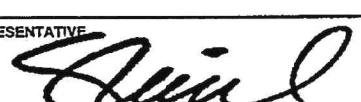
COVERAGES      CERTIFICATE NUMBER: 17970352      REVISION NUMBER: XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	035417916	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	84 UEN OL5490	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED      RETENTIONS	N	N	TUE 3274463 01	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2020010468405Y (AOS) 2020010468405B (HI)	12/31/2020 12/31/2020	12/31/2021 12/31/2021	<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
F	Professional & Environmental Liability	N	N	EBZ634816/01/2020	12/31/2020	12/31/2021	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Professional Services for Structural Engineering. Consor Project No. 210242TX.01

CERTIFICATE HOLDER      CANCELLATION See Attachment

<b>17970352</b> Hidalgo County Head Start Program 1901 W. State Hwy. 107 McAllen TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **Exhibit E**



**CONSULTANT/**\_\_\_\_\_

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

Address for Giving Notices:

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

**THE PROGRAM:**

**HIDALGO COUNTY**

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

**HIDALGO COUNTY**

**HEAD START PROGRAM**

**BY:** \_\_\_\_\_  
Teresa Flores, Program Director

**LIST OF ATTACHMENTS**

\_\_\_\_\_

HCHSP Outdoor Learning Environment and Discovery Park

# **Exhibit F**

**EXHIBIT F**  
**21-007-12-14-AS**  
**CONSOR ENGINEERS, LLC.**

**ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR  
FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) Definition. As used in this clause –

United States or its outlying areas means-

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnson Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This Clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the State Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

**ACKNOWLEDGEMENT:  
CONSOR ENGINEERS, LLC.**

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**JAVIER MARTINEZ, JR., PE  
SENIOR PROJECT MANAGER**

**HIDALGO COUNTY HEAD START PROGRAM**

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**BY: TERESA FLORES  
EXECUTIVE DIRECTOR**