

2. **EXTRA TRAVEL** Extra travel required of **Construction Manager** and authorized by **Owner** to points outside of Hidalgo County.

3. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

4. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Construction Manager** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Construction Manager** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Construction Manager** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Construction Manager** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About thirty (30) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner**

shall make payment to the **Construction Manager** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Construction Manager** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid to the **Construction Manager** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Construction Manager** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Construction Manager** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Construction Manager** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Construction Manager** delivers to the **Owner** an affidavit that so far as the **Construction Manager** has knowledge or information any and all amounts due for materials and services over which the **Construction Manager** has control have been paid. For the avoidance of doubt, the parties acknowledge that the **Construction Manager's** services hereunder will not be complete until the contractor has completed the Project, paid any subcontractors and vendors and delivered proof thereof to **Owner**, which has been reviewed and approved by the architect.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Construction Manager** hereunder if any one or more of the following conditions precedent exist:

(1) The **Construction Manager** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Construction Manager's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the

IN WITNESS WHEREOF, the **Construction Manager** and the **Owner** have caused this **Agreement for Professional Services** to be entered into effective as of the 9th day of June, 2020.

**CONSTRUCTION MANAGER:
B2Z ENGINEERING, LLC**

By: [Signature]
Nicholas Muñoz, Vice President

**OWNER:
HIDALGO COUNTY**

By: [Signature]
Richard F. Cortez, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

Commissioners' Court Approval Date

6/9, 2020

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

By: [Signature]
VICTOR M. GARZA, D.S. AD

APPROVED BY
COMMISSIONERS' COURT
ON: 6-9-20 MM

ATTACHMENTS:

- LOCATION MAP
- EXHIBIT A -Scope of Services to be provided by the Owner
- EXHIBIT B -Scope of Services to be provided by the Construction Manager
- EXHIBIT C -Work Schedule
- EXHIBIT D -Contract Rates
- EXHIBIT E-Work Authorization Form
- EXHIBIT F-Supplemental Agreement Form
- EXHIBIT G -Certificate of Insurance (*Hidalgo County*)