



unsuccessful at coming to terms with any specific project, then the County may seek the services of other Consultant/Engineers.

5. Consultant/Engineer agrees in performing the Services that it will 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.

6. **Non-Exclusive Services of Consultant/Engineer.** Hidalgo County reserves the right to request these services from other sources other than the Consultant/Engineer and shall not be in violation of any terms or conditions of this Agreement.

7. **Term.** The term of this Contract is for two (2) years and will be effective upon approval of award and end May 16<sup>th</sup>, 2023. County will reserve the right to continue this Contract for an additional sixty (60) day Grace Period at the end of any term under the same rates, terms, and conditions. The Consultant/Engineer will not begin to work or incur costs until authorized in writing by the County for each "Purchase Order".

8. **Certifications, Licenses, and Permits.** Consultant/Engineer shall hold and maintain throughout the term of this Contract all certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Consultant/Engineer shall immediately notify the County. All documents and data furnished by the Consultant/Engineer to the County shall bear the professional seal of such Consultant/Engineer, in accordance with applicable laws.

9. **Termination by County.** County and Consultant/Engineer agree that County may terminate this Contract at any time for any reason or no reason at all upon the giving of ten (10) days prior written notice to the other party.

10. **Insurance.** Consultant/Engineer agrees to provide insurance covering its activities in providing the Services for County in accordance with State law and provide proof of the same in **EXHIBIT "D" Certificate of Insurance**, which is attached to and made a part of this Contract. 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 hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its' sub-consultants 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 County. Coverage shall be in the amounts 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 County 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.

11. 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.

12. **Assignment.** Except as otherwise herein provided, Consultant/Engineer may not assign the obligations or rights under this contract to any person without the prior written consent of County. No assignment relieves the Consultant/Engineer of any responsibilities under this Agreement.

13. **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 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 Consultant/Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

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

**If to County:** The County of Hidalgo  
Attn: County Judge  
100 E. Cano St., 2nd Floor  
Edinburg, Texas 78539

**If to Consultant/Engineer:** INTERA, Inc.  
Attn: Jeff Glaser, P.E., Consultant/Engineer  
9600 Great Hills Trl  
Suite 300W  
Austin, TX 78759

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 addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Conflict with Applicable Law.** Nothing in this Contract shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any

provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant/Engineer and not otherwise.

18. **Texas Law to Apply.** This Contract 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 Consultant/Engineer hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Additional Documents.** The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, and assigns where permitted by this Contract.

21. **Headings.** The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

22. **Gender and Number.** All pronouns used in this Contract 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.

23. **Authority to Execute.** The execution and performance of this Contract by County and Consultant/Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant/Engineer in accordance with its terms.

24. **Ethical Provision.** It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant/Engineer warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant/Engineer has not paid or agreed to pay and

employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

25. **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 Consultant/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 Consultant/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

26. **INDEMNIFICATION.** Consultant/Engineer shall indemnify and hold harmless County, its elected officials, employees, and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the 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 becomes necessary.

27. **Immunities.** Nothing in this Contract is intended to and County does not hereby 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.

28. **Independent Contractor.** Consultant/Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by 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, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Consultant/Engineer agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

29. **Non-Discrimination.** The Contract, all related activities and programs offered under this Contract by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable State and federal laws, including and without limitation to race, color, national origin, religion, sex, gender, age, veteran status, or disability.

30. **Appendix II to CFR 200-Contract Provisions (if applicable).** Pursuant to 2 CFR 200.327, 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. Therefore, if applicable, the provisions of appendix II to 2 CFR 200 are incorporated by reference into this contract should it be subject to Federal award.

*[Signature Page to Follow]*

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

**APPROVED BY COMMISSIONERS' COURT ON** Month 00, 2022.

**Agenda Item No.** [REDACTED]

**Executive Office:** \_\_\_\_\_

**CONSULTANT/ENGINEER:**  
INTERA, Inc.

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Jeff Glaser, P.E.  
Principal Engineer and Environmental  
Permitting Group Manager

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
Amanda Austin, Assistant District Attorney

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

**ATTACHMENTS:**

- EXHIBIT A** – Scope of Services to be provided by the Owner
- EXHIBIT B** – Scope of Services to be provided by the Consultant/Engineer & Work Schedule
- EXHIBIT C** – Contract Rates and Fee Schedule
- EXHIBIT D** – Insurance (*Hidalgo County*)