



Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Re: Pct 2 - On Call Engineering Services Agreement with B2Z Engineering

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Mon, Jul 25, 2022 at 2:54 PM

To: Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Cc: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>, "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>, "Hector A. Garcia" <hector.garcia1@co.hidalgo.tx.us>, "garza, guadalupe" <guadalupe.garza@co.hidalgo.tx.us>

Good Afternoon Ms. Zamora,

This office reviewed the Professional On-Call Engineering Services Contract (C-22-377-7-26) with B2Z Engineering, LLC for Precinct 2 and at this time approves as to the form of the contract.

Please let us know if you have any questions.

Respectfully,

Robert Viña III
Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
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On Mon, Jul 25, 2022 at 2:22 PM Erika Zamora <erika.zamora@co.hidalgo.tx.us> wrote:

Good afternoon Bobby,

Attached please find the revised contract incorporating your comments.

Please let me know if you approve.

Respectfully,

Erika Zamora

Director of Administration
Hidalgo County Precinct 2
Commissioner Eduardo "Eddie" Cantu
[300 W Hall Acres, Suite G](#)

Pharr, TX 78577

Ph: (956)292-7000 Ext 2015

On Mon, Jul 25, 2022 at 12:25 PM Robert Vina <robert.vina@da.co.hidalgo.tx.us> wrote:

Good Morning Ms. Zamora,

This office reviewed the Professional On-Call Engineering Services Contract (C-22-377-7-26) with B2Z Engineering, LLC for Precinct 2 and at this time approves as to the form of the contract subject to the following recommended modifications:

1. No. 6 - change the referenced termination date from 2022 to 2023;
2. No. 7 - Consideration & Work Authorization section - due to a prior auditor concern we recommend replacing section 7 with the following updated Consideration & Work Authorization provision:

7. Method of Payment - Compensation and Work Authorizations.

7.1 Compensation.

a. Request for Payment. Payments to the Engineer for services rendered will be made periodically while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) as provided herein. For each **Work Authorization**, the Engineer 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 Engineer 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 Engineer 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 ten (10) working days after the Commissioners Court of the Owner meets approving such payment, the Owner shall make payment to the Engineer in the amount approved as aforesaid subject to section “d” herein and below.

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

b. Final Payment. After all periodic payments as described above are paid by the Owner and upon final completion of the work by the Engineer and acceptance thereof by the Owner, the Engineer shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the Engineer and upon approval thereof by the Owner, the Owner shall pay to the Engineer the amount due (“**Final Payment**”) under such Final Request for Payment in accordance with the provisions of section “a” hereof. The Final Payment shall not be made until the Engineer delivers to the Owner an affidavit that so far as the Engineer has knowledge or information any and all amounts due for materials and services over which the Engineer has control have been paid.

c. Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the Owner shall not be obligated to make any payment (whether a periodic payment under section “a” hereof or Final Payment) to the Engineer hereunder if any one or more of the following conditions precedent exist:

- (1) The Engineer 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 Engineer’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 Engineer’s services which were performed in accordance with this Agreement.
- (3) The Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Project for which the Owner has made payment to the Engineer;
- (4) If the Owner, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Engineer’s services in accordance with this Agreement, no additional payments will be due the Engineer hereunder unless and until the Engineer, at its sole cost, performs a sufficient portion of the Engineer’s services so that such portion of the compensation then remaining unpaid is determined by the Owner to be sufficient to so complete the Engineer’s services.

d. No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Engineer’s services to which such partial payment related or relieves the Engineer of any of its obligations hereunder with respect thereto.

e. The Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Engineer’s services.

f. Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective services of the Engineer appearing after completion of the Project. (2) failure of the Engineer’s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Project, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for Payment.

7.2 Work Authorization.

After execution of this Agreement, the Engineer shall proceed with the work outlined in this Agreement, only as authorized by the Owner through an agreed Work Authorization. The Engineer will identify, as approved by the Owner, the needed services for the Project, as required through the course of the development to the Project. The Owner shall authorize the Engineer to perform one or more of the agreed tasks identified in **EXHIBIT “C”**, attached hereto, in the form of individual work authorizations. Upon authorization from the Owner, the Engineer will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the

tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the Owner and the Engineer. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B"**, attached hereto. The Work Authorizations shall not waive the Owner's and the Engineer's responsibilities and obligations established in this Agreement.

The estimated cost proposal for each Work Authorization, developed by the Engineer and approved by the Owner shall be used by the Owner to appropriate a purchase order for the Work Authorization. Each executed Work Authorization shall become a part of this Agreement. Upon satisfactory completion of the Work Authorization, the Engineer shall submit the Project's deliverables as specified in the executed Work Authorization to the Owner for review and acceptance.

Work included in a Work Authorization shall not begin until the Owner and the Engineer have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization, unless extended by written agreement by the Engineer and the Owner. The Engineer shall promptly notify the Owner of any event that will affect completion of the Work Authorization. All Work Authorizations must be executed and completed by both the Engineer and the Owner within the period established for this Agreement as specified in section "6" hereof.

The final acceptance by the Owner of each Work Authorization for the Project shall serve as evidence of completion, on the part of the Engineer, of all services under this Agreement insofar as they pertain to that portion of work on the Project identified in the applicable work authorization.

3. No. 17 - add "additional insured" language to the insurance provision as follows:

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' subconsultants 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 naming the County as an additional insured, issued by the insurer that such insurance is in full force and effect. See attached Exhibit "F" Insurance Information.

No. 28 - Attorney's Fees - recommend removing this section.

4. No. 38 - due to a change in the law, change "2 CFR 200.236" in the second line to "2 CFR 200.237".

Please let us know if you have any questions.

Respectfully,

Robert Viña III

Assistant District Attorney

Civil Litigation Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

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On Mon, Jul 25, 2022 at 8:43 AM Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> wrote:

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

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----- Forwarded message -----

From: **Erika Zamora** <erika.zamora@co.hidalgo.tx.us>

Date: Sun, Jul 24, 2022 at 2:03 PM

Subject: Pct 2 - On Call Engineering Services Agreement with B2Z Engineering

To: Ramirez, Josephine <josephine.ramirez@da.co.hidalgo.tx.us>

Cc: Garza, Victor <victor.garza@da.co.hidalgo.tx.us>, <amanda.austin@da.co.hidalgo.tx.us>, garzajr, armando <armando.garzajr@co.hidalgo.tx.us>, garza, guadalupe <guadalupe.garza@co.hidalgo.tx.us>, garcia1, hector <hector.garcia1@co.hidalgo.tx.us>

Good afternoon Josie,

Attached for your review and approval is contract no. C-22-0377-07-26 with B2Z Engineering, LLC for an On-Call Engineering Services Contract with Pct 2. This contract is on the agenda for court approval 7/26/22 AI#86764.

I have attached the word and PDF version for your review of the contract. All exhibits to the contract will be submitted by the Engineer on Monday.

Please let me know if you have any questions.

Respectfully,

Erika Zamora

Director of Administration

Hidalgo County Precinct 2

Commissioner Eduardo "Eddie" Cantu

[300 W Hall Acres, Suite G](#)

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