



SEP 15 2022

Hidalgo County Precinct 3
724 N. Breyfogle P.O. Box 607
Mission TX 78574

Invoice Date: 09/13/2022
Invoice: 10080420
Project: 052183.001

Attention: Elena Gomez, elena.gomez@co.hidalgo.tx.us
Project Name: Hidalgo County Pct.3/El Paraiso Project

For Professional Services Rendered through: September 4, 2022
El Paraiso Health Clinic Project & El Paraiso Community Resource Center
Agreement No. C-22-0212-7-12
Work Authorization No. 1
Req. 458113 & 458088

Hourly Not To Exceed	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000100 - Community Resource Center Design Phase	28,825.00	19.17	5,525.00	0.00	5,525.00
000200 - Community Resource Center Bid Phase	3,610.00	13.16	475.00	0.00	475.00
000300 - Community Resource Center Construction	8,235.00	0.00	0.00	0.00	0.00
000400 - Health Clinic Design Phase	28,825.00	20.26	5,840.00	0.00	5,840.00
000500 - Health Clinic Bid Phase	3,610.00	0.00	0.00	0.00	0.00
000600 - Health Clinic Construction Phase	8,235.00	0.00	0.00	0.00	0.00
Total Hourly Not To Exceed Services:	81,340.00	14.56	11,840.00	0.00	11,840.00

Remaining Fee: 69,500.00

Total Earned to Date: 11,840.00
Less Previous Billed: 0.00
Amount Due this Invoice: 11,840.00



Please process this invoice/credit memo from this copy due to vendor not submitting original.
Hidalgo County Health Department _____

INVOICE RECEIVED BY:	DATE:
<i>Jeanette Palacios</i>	<i>9/15/22</i>
GOODS/SERVICES RECEIVED BY:	DATE:
<i>2-129-441-07115-215-1-452</i>	<i>9/15/22</i>
PYMT AMOUNT \$	PO#
<i>11,840.00</i>	<i>853723</i>
APPROVED BY:	

Remit payment to P.O. Box 678316, Dallas, TX 75267-8316
Reference Project 052183.001 and Invoice 10080420
Contact Karen Highlander at khighlander@halff.com with any billing questions.

Half Associates, Inc.
P.O. Box 678316
Dallas, TX 75267

Elena Gomez
Hidalgo County Precinct 3
724 N. Breyfogle P.O. Box 607
Mission, TX 78574

September 13, 2022
Project No: 052183.001
Invoice No: 10080420
Invoice Total: \$11,840.00

052183.001 Hidalgo County Pct.3/EI Paraiso Project
EI Paraiso Health Clinic Project & EI Paraiso Community Resource Center
Agreement No. C-22-0212-7-12
Work Authorization No. 1
Req. 458113 & 458088

Professional Services thru September 4, 2022

Phase	000100	Community Resource Center Design Phase			
Professional Personnel					
			Hours	Rate	Amount
Engineer II - Civil					
Klassen, Solveig	8/22/2022		4.00	215.00	860.00
Klassen, Solveig	8/23/2022		1.00	215.00	215.00
Klassen, Solveig	8/24/2022		3.00	215.00	645.00
Klassen, Solveig	8/25/2022		4.00	215.00	860.00
Klassen, Solveig	8/26/2022		2.00	215.00	430.00
Klassen, Solveig	8/30/2022		2.00	215.00	430.00
Engineer IV - Civil					
Garcia, Jr., Raul	8/22/2022		1.00	265.00	265.00
Garcia, Jr., Raul	8/23/2022		1.00	265.00	265.00
Garcia, Jr., Raul	8/29/2022		1.00	265.00	265.00
Garcia, Jr., Raul	8/31/2022		1.00	265.00	265.00
Garcia, Jr., Raul	9/1/2022		1.00	265.00	265.00
Office Tech I - CADD					
Luna, Jason	8/15/2022		6.00	95.00	570.00
Luna, Jason	8/16/2022		2.00	95.00	190.00
Totals			29.00		5,525.00
Total Labor					5,525.00
Billing Limits		Current	Prior	To-Date	
Total Billings		5,525.00	0.00	5,525.00	
Limit				28,825.00	
Remaining				23,300.00	

Phase	000200	Community Resource Center Bid Phase			
Professional Personnel					
			Hours	Rate	Amount
Office Tech III - CADD					
Cortez, Felipe	8/15/2022		1.00	95.00	95.00
Cortez, Felipe	8/17/2022		.50	95.00	47.50
Cortez, Felipe	8/18/2022		1.00	95.00	95.00
Cortez, Felipe	8/22/2022		1.00	95.00	95.00
Cortez, Felipe	8/23/2022		1.50	95.00	142.50
Totals			5.00		475.00
Total Labor					475.00
Billing Limits		Current	Prior	To-Date	
Total Billings		475.00	0.00	475.00	
Limit				3,610.00	
Remaining				3,135.00	

Phase	000400	Health Clinic Design Phase
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Professional Personnel

			Hours	Rate	Amount	
Engineer II - Civil						
Klassen, Solveig	8/15/2022		5.00	215.00	1,075.00	
Klassen, Solveig	8/22/2022		4.00	215.00	860.00	
Klassen, Solveig	8/23/2022		1.00	215.00	215.00	
Klassen, Solveig	8/24/2022		3.00	215.00	645.00	
Klassen, Solveig	8/25/2022		4.00	215.00	860.00	
Klassen, Solveig	8/26/2022		2.00	215.00	430.00	
Klassen, Solveig	8/30/2022		2.00	215.00	430.00	
Engineer IV - Civil						
Garcia, Jr., Raul	8/24/2022		1.00	265.00	265.00	
Garcia, Jr., Raul	8/25/2022		1.00	265.00	265.00	
Garcia, Jr., Raul	8/29/2022		1.00	265.00	265.00	
Garcia, Jr., Raul	8/31/2022		1.00	265.00	265.00	
Garcia, Jr., Raul	9/1/2022		1.00	265.00	265.00	
	Totals		26.00		5,840.00	
	Total Labor					5,840.00

Billing Limits	Current	Prior	To-Date
Total Billings	5,840.00	0.00	5,840.00
Limit			28,825.00
Remaining			22,985.00
		Total this Invoice	\$11,840.00

Reg. Agenda 07.12.22

APPROVED

Pct. 3

2. AI-86335 A. Requesting approval of final negotiated Professional Engineering Services agreement with Halff Associates, Inc. C-22-0212-06-28 in connection with the El Paraiso Health Clinic Improvements Project & El Paraiso Community Resource Center in Precinct No. 3.

OK

✓

07-12-22

B. Pursuant to CC Approval of Professional Engineering Services Agreement with Halff Associates, Inc. requesting approval of Work Authorization No. 1 in the amount \$81,340.00 to provide Professional Engineering Services for the El Paraiso Health Clinic Improvements Project & El Paraiso Community Resource Center in Precinct No. 3.

E. Pct. 4

OK

1. AI-86417 Requesting authority to accept and award construction contract C-22-0272-07-12 for the Rio Grande Care Road Stormwater Project to the lowest responsive and responsible bidder The 5125 Company for the Base and Alternate 2 in the total amount of \$185,555.55, with authority to issue Notice to Proceed upon receipt of the required payment & performance bonds; and subject to legal approval.

OK

2. AI-86482 A. Requesting approval to rescind action taken by CC via AI-86397 dated June 28, 2022 due to the revision of project information;

B. Pursuant to the approval of (A), requesting exemption from competitive bidding requirements under TxLGC section 262.024(a)(4) "professional services";

C. Presentation and approval of the scoring grid (for the purpose of ranking by CC) the firms graded and evaluated through the County's approved pool of professional services for the "North Main Drain III Phase I Stormwater Project" located within Precinct 4.

	TEDSI Infrastructure Group	Izaguirre Engineering	CONSOR Engineers, LLC
Evaluator #1	96	93	91
Evaluator #2	97	95	92
Evaluator #3	94	93	89
TOTAL	287	281	272
RANK	<i>1</i>	<i>2</i>	<i>3</i>

D. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm: *19051* to provide professional engineering services for the "North Main Drain III Phase I Stormwater Project" located within Precinct 4.

OK

3. AI-86490 A. Requesting approval to rescind action taken by CC via AI-86394 dated June 28, 2022 due to the revision of project information;

B. Pursuant to the approval of (A), requesting exemption from competitive bidding requirements under TxLGC section 262.024(a)(4) "professional services";

C. Presentation and approval of the scoring grid (for the purpose of ranking by CC) the firms graded and evaluated through the County's approved pool of professional services for the "North Main Drain III Phase II Stormwater Project" located within Precinct 4.

	L&G Consulting Engineers, Inc.	BTI, Inc.	Cruz-Hogan Engineers
Evaluator #1	97	93	87
Evaluator #2	98	94	96
Evaluator #3	99	95	92
TOTAL	294	282	275
RANK	<i>1</i>	<i>2</i>	<i>3</i>

Contract Rates

C-22-0212		
Exhibit D-1		
Community Resource Center Fee		
ARPA Project No.: _____		
ARPA Expenditure Category _____		
PO No.: _____		
Item 1	Phase 1	\$28,825
Item 2	Phase 2	\$3,610
Item 3	Phase 3	\$8,235
Total		\$40,670

C-22-0212		
Exhibit D-2		
Health Clinic Fee		
ARPA Project No.: _____		
ARPA Expenditure Category _____		
PO No.: _____		
Item 1	Phase 1	\$28,825
Item 2	Phase 2	\$3,610
Item 3	Phase 3	\$8,235
Total		\$40,670

Contract Rates

Project Manager	\$265
PE	\$215
EIT	\$175
Designer	\$125
Construction Admin.	\$125
CAD Tech.	\$95
Clerical	\$80
2-Man Survey Crew	\$210

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-22-0212-07-12
(ARPA-21-340-019)

THIS AGREEMENT is made and entered on this 12th day of July 2022, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **Halff Associates, Inc.**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide "**Professional Engineering Services**" professional engineering services for: "**El Paraiso Health Clinic Improvements Project & El Paraiso Community Resource Center**" located within **Hidalgo County**;

WHEREAS, the **Owner** has determined that the services of a professional engineering firm are necessary to carry out the required **Services**;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested Statements of Qualifications (SOQ's) from professional engineers to establish a yearly pool of qualified professional engineers to assist the **Owner** by providing professional engineering services. A copy of the Request for Qualifications (RFQ) packet, including applicable requirements and specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes;

WHEREAS, the **Engineer** submitted a SOQ in response to **Owner's** RFQ and was pre-qualified to be included in the **Owner's** pool of professional engineers;

WHEREAS, the **Engineer** has been selected from the **Owner's** pool of professional engineers to provide the **Services** as required by **Owner**; and

WHEREAS, the **Engineer** represents that it is qualified and desires to perform such **Services**;

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer**, and the **Engineer** agrees to perform professional engineering services in connection with the

Services as stated in the articles to follow and for having rendered such Services, the Owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Services with the following:

2.1 Scope of Work. The Owner will furnish items and provide those services for the development of the services and fulfillment of this Agreement, as identified in **EXHIBIT "B" Services to be provided by the Owner**, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the Engineer, are more particularly identified in **EXHIBIT "C" Services to be provided by the Engineer**, attached hereto and made a part of this agreement (the "Services").

2.3 Schedule of Work. The Engineer shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "D" - Work Schedule**, attached hereto and made a part of this Agreement.

2.4 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.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of one (1) year(s), commencing, July 12, 2022, expiring, July 11, 2023, (hereinafter referred to as the ("**Termination Date**")), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the Engineer and the Owner prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The Owner assumes no liability or obligation for payment to the Engineer for work performed or costs incurred by the Engineer prior to the date authorized by the Owner for the Engineer to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The Engineer shall notify the Owner in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the Owner may, at the Owner's sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The Engineer shall allow adequate time for review and approval by the Owner of the written notice and request by the Engineer to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. 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 **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

the Owner.

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

The Engineer shall promptly advise the Owner 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:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract 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
- (2) favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Services. For and in consideration of the Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "C", attached hereto, the maximum amount payable by the Owner to the Engineer for Services, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the Services Fee are more particularly identified in EXHIBIT "E"-Engineer Contract Rates, attached hereto and made a part of this Agreement. Payments to the Engineer for Services shall be made by the Owner, upon presentation by the Engineer of the monthly Request for Payment, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to be provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "C"**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "E" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

- 1. RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
- 2. DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
- 3. EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
- 4. EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
- 5. 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 Requests for Payment. Payments to the **Engineer** 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 **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 Article 6.4 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**.

6.2 Final Payment. After final completion of the work 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 Article 6.1, 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.

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 payment under Article 6.1 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 judgment, 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.

6.4 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.

6.5 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.

6.6 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**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "F"- Work Authorization Form**, attached hereto and made a part of this Agreement. 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 "E"**, 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 Article 3 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.

ARTICLE 8. Supplemental Agreements. The terms of this **Agreement** may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "G" - Supplemental Agreement Form**, attached hereto and made a part of this **Agreement**, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "E"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and

authorization to proceed is granted by the Owner. The Owner reserves the right to withhold payment to the Engineer pending verification of satisfactory work performed by the Engineer.

ARTICLE 9. Additional Work. If the Engineer is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Engineer shall promptly notify the Owner in writing. In the event, the Owner finds that such work does constitute extra work, the Owner shall so advise the Engineer and a written supplemental agreement will be executed between the Owner and the Engineer as provided herein. The Engineer shall not perform any proposed additional work or incur any additional cost prior to the execution by both the Engineer and the Owner of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "E" attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The Owner shall not be liable or under any obligation to compensate the Engineer for work performed or costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the Owner finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the Engineer shall make such revisions if requested and directed by the Owner.

10.1 Preliminary Work. The Engineer will make, without expense to the Owner, such revisions of any preliminary reports or drawings as may be required to meet the needs of the Owner and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the Owner finds it necessary to request the Engineer to make changes to work previously approved by the Owner or work satisfactorily completed for which the Owner approves or after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the Owner to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the Engineer is required to perform additional work due to delays by the imposition of causes not within the Engineer's control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the Engineer shall be compensated by the Owner for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary,

in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates, and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other

considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement, including goods and/or services, without the prior written consent of the **Owner** through a Work Authorization detailing the same. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions, and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of

this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The Engineer shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the Owner in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The Engineer shall be responsible for the accuracy of the work for the Project and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the Engineer. No additional compensation will be made to the Engineer for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the Engineer.

The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Owner or a designee appointed by the Owner. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or clarification of any ambiguities until after the construction phase of the Project has been completed.

17.3 Warranties.

(a) The Engineer warrants that engineering design work performed by the Engineer hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Owner and the Engineer agree and acknowledge that the Owner is entering into this Agreement in reliance on the Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Engineer covenants with the Owner to use the Engineer's best efforts, skill, judgment and abilities to design the Project and to further the interests of the Owner in accordance with the Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications, and estimates (hereinafter referred to as "PS&E") are identified in this Agreement under Article 2 hereof or EXHIBIT "C", attached hereto, as part of the services to be provided by the Engineer for the Project, prior to the commencement of construction, the Engineer shall certify in writing to the Owner that the PS&E

for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes, and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill, and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training, and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "C"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** uses its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The Engineer shall furnish and maintain, at the Engineer's own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The Engineer shall provide a manager (**Project Manager**) for the Project that is a registered professional engineer in the State of Texas. The Project manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the Project without prior consent of the Owner. If due to situations beyond the control of the Engineer, the Engineer must change the **Project Manager** prior to the completion and acceptance of the Project, the Engineer will submit a request to change the **Project Manager** to the Owner for approval.

18.2 Employees of the Engineer. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the Engineer who, in the opinion of the Owner, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Project when so instructed by the Owner. The Engineer certifies that the Engineer presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Project. Taking into consideration that the Owner has a significant investment in the development of the Project, there is a need for the Engineer to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient Project. Therefore, the Engineer shall provide the Owner with documents and information in accordance with the special requirement outlined in **EXHIBIT "C"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, and hold harmless the Owner, the Owner's respective directors, elected officials, employees and agents (collectively "Indemnitors") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the Engineer's services through activities of the Engineer, its

agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the Owner or any of the Indemnitees has by law.

ARTICLE 21. 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 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, 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 the Owner. Coverage shall be in the amounts specified by the Owner 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. The Engineer shall furnish to the Owner certificate(s) of insurance and all renewals on an Acord form showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate(s) of Insurance shall be attached hereto and identified as **EXHIBIT "H"- Hidalgo County Certificate of Insurance**. For each applicable policy, Engineer shall name the Owner as an additional insured. Engineer shall notify the Owner a minimum of

thirty (30) days in advance of cancellation of all or part of a policy. **Engineer** shall make any other insurance documentation available to the **Owner** upon request. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers compensation laws, minimum and maximum salary, and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seek to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned hereinabove. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. 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 as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all

contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one 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.

ARTICLE 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: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

CC: Precinct No. 3
 Attn: Pct. # 3 Everardo "Ever" Villarreal, Commissioner
 Address: 724 N. Breyfogle
 Mission, Texas 78574

If to Engineer: Half Associates, Inc.
 Attention: Robert L. Saenz PE, CFM, PMP
 Address: 5000 W, Military Hwy Ste 100
 McAllen, Texas 78503

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.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior

understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation expressly or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) **Texas Law to Apply.** 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.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Immunities. Nothing in this agreement 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.

ARTICLE 32. 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.

ARTICLE 33. Additional Documents. The Engineer and Owner hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

ARTICLE 34. Required Contract Provision for Contracts Subject to Federal Award (if applicable). Pursuant to 2 CFR 200.237, 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.

APPROVED BY COMMISSIONERS' COURT ON July 12, 2022. MS
Agenda Item No. 86335 Executive Office: MS

ENGINEER:
HALFF ASSOCIATES, INC.

COUNTY:
COUNTY OF HIDALGO

Robert Saenz
Robert Saenz (Aug 15, 2022 09:50 CDT)
Robert L. Saenz, PE, CFM, PMP

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

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

Robert Vina III
Robert Vina III (Aug 15, 2022 10:48 CDT)
Robert Viña, III, Assistant District Attorney

ATTEST:



Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:

- EXHIBIT A – Requirements/County's Request for Qualifications (RFQ) Packet
- EXHIBIT B – Scope of Services to be provided by Owner
- EXHIBIT C – Scope of Services to be provided by Engineer
- EXHIBIT D – Work Schedule
- EXHIBIT E – Contract Rates
- EXHIBIT F – Work Authorization Form
- EXHIBIT G – Supplemental Agreement Form
- EXHIBIT H – Certificates of Insurance



Purchase Order COUNTY OF HIDALGO

PO# 853723

DATE: 09/14/22

PAGE NO: 1 of 2

PO TYPE:

VENDOR: 221562

REQ: 00458088

PHONE: (214) 346-6200

FAX: (214) 739-0108

EMAIL: www.halff.com

SHIP TO: HEALTH DEPARTMENT

1304 S. 25TH
EDINBURG TX 78539

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
MCALLEN TX 78503

CONTACT: JOSIE GARCES

(956) 383-6221

SITE: BUDGET AND MANAGEMENT

CONTRACT NO: C-22-0212-07-12

SPECIAL INSTRUCTIONS:

VENDOR NOTES:

- 1 Do not add to, or alter this Purchase Order. This Order is not renewable.
- 2 TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
- 3 This Order is also placed F.O.B. Destination. Vendor must repay of shipping costs.
- 4 Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
- 5 Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		SAM:NQJTU6VPKU84 AGENDA ITEM 86335 07/12/22 El Paraiso Health Clinic Improvements Project ARPA-21-340-019 AGENDA ITEM 83496 11/30/21		
1.00	EACH	CC Phase 1- \$28,825 164 days - Year 2022 Item 1. Review Existing Documents and Conditions (Plans) 2 days July 5 July 6 Item 2. Demolition Plans 3 days July 7 July 11 Item 3. Project Coordination 60 days July 5 Sept 5 Item 4. Civil Engineering Design 60 days July 5 Sept 5 Item 5. Specifications 3 days Sept 5 Sept 7 Item 6. Issuance of Final Documents 1 day Sept 7 Sept 9	28,825.0000	28,825.00
1.00	EACH	CC Phase 2 - \$3,610 60 days - Year 2023 Item 7. Pre-Proposal Conference 1 day Feb 15 Feb 16 Item 8. Review Bids 1 day Mar 1 Mar 2 Item 9. Answering Questions Regarding Construction Documents 30 days Feb 1 Mar 1 Item 10. Provide Recommendations for Award 1 day Mar.15 Mar.16 Item 11. Procurement Phase Administrative Support 60 days Feb 1 Mar 30	3,610.0000	3,610.00
1.00	EACH	CC Phase 3 - \$8,235 365 days - 2023 / 2024 Item 17 Pre-Construction Meeting (1 Visit) 1 day May 1 May 2 Item 18 Response to RFI's 60 days May 1 July 1 Item 19 Review Submittals 60 days May 1 July 1 Item 20 Review Payment Applications (2 Visits) 365 days May 1 May 1 Item 21 CA Phase Administrative Support 365 days May 1 May 1 Item 22 Field Observations/Punch List (4 Field Meetings) 5 days April 1 April 5 Item 23 Project Closeout 5 days April 25 May 1	8,235.0000	8,235.00
TOTAL:				40,670.00

Authorized by: _____



Purchase Order COUNTY OF HIDALGO

PO# 853723

DATE: 09/14/22

PAGE NO: 2 OF 2

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QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Contract Rates: Project Manager \$265 PE \$215 EIT \$175 Designer \$125 Construction Admin. \$125 CAD Tech. \$95 Clerical \$80 2-Man Survey Crew \$210		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only		
		2-1290-441-07-115-215-1-452		40,670.00

Authorized by: EMG