THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING AGREEMENT
C-23-0497-01-09

THIS AGREEMENT ("Agreement") is made and entered on this 9 day of January 2024, by and between **HIDALGO COUNTY, TEXAS** ("**County**" or "**Owner**"), and B2Z Engineering, LLC, ("**Engineer**").

W I T N E S S E T H:

WHEREAS, the County is in need of **On-Call Professional Engineering Services for Geotechnical and Construction Material Testing** (the "**Services**") for projects within **Hidalgo County Precinct No. 4 (the "Precinct")**;

WHEREAS, the County has determined that the services of a professional engineering company for geotechnical and construction material testing are necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from professional engineers to establish a yearly pool of qualified professional engineers for geotechnical and construction material testing to assist the County 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 County's RFQ and was pre-qualified to be included in the County's pool of professional engineers and has been selected from the pool to provide On-Call Professional Engineering Services for Geotechnical and Construction Material Testing on an as needed basis for the Precinct, in accordance with the terms and provisions of **Exhibit "A"**;

WHEREAS, in continuation of the procurement process and in response to the County's request to negotiate for a fair and reasonable price pursuant to Chapter 2254 Texas Government Code, the Engineer has provided a fee schedule in **Exhibit "B**", i.e., Contract Rates, attached hereto and incorporated by reference herein as; and

WHEREAS, on a project-by-project basis, County shall determine when the services of an Engineer are required and shall provide project specifications (the "Specifications") to

Engineer for review and response.

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

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

1. County and Engineer hereby agree that this Agreement is entered into in order to provide the Services for Hidalgo County on a per-project basis as provided below. Types on Professional Engineering Services that may be included as dictated by the individual project requirements consist of: Geotechnical and Construction Material Testing. Upon identification by the County of specific projects that require the professional services of an Engineer, a detailed scope of work and identification of professional service disciplines required shall be established. County and Engineer agree to cooperate with each other as provided herein. This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise

2. The County will furnish Specifications as needed on a per-project basis to Engineer for the development of a project within the Precinct and fulfillment of this Agreement. Engineer agrees to review the project as presented by the County and submit to the County within fourteen (14) days of receipt of the Specifications, a proposal. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for,compensation for additional services (including additional services that may arise during the course of the project and cost of Engineer's consultants); and (4) cost for reimbursable expenses (see also requirements in provision 14) (collectively the "Engineering Services Proposal" or "Proposal");

3. The County may enter into negotiations with the Engineer regarding the Engineering Services Proposal, and should the parties reach an agreement, then the Engineer will submit a "**Work Authorization"** (on a form prescribed by the County and available from the Hidalgo County Purchasing Department) to the County for approval and execution. The Work Authorization will detail the Engineer's duties and responsibilities with respect to the specific project. However, if the parties are unsuccessful at coming to terms with the project, then the County may seek the services of other professional engineers. ***All the provisions and requirements of this Agreement shall be incorporated into each Work Authorization entered into between the Parties.***

4. 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, anddevote such time as is necessary to safely and efficiently provide the Services.

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

6. Term. This Agreement is for a period of **one (1) year**, effective **January 9, 2024, and will terminate January 8, 2025**, or unless sooner terminated as provided in Number 7 below. The Engineer will not begin to work or incur costs until authorized in writing by the County with a Project Specific "Work Authorization". The County 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 County for the Engineer to begin work, during periods when work is suspended, or subsequent to the completion of a Project Specific Work Authorization.

7. Termination of On-Call Agreement. This On-Call Agreement will be in effect until the Agreement expires or County terminates this Agreement during the contract term for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer. Any Work Authorization for a specific project entered into with Engineer prior to the termination of this On-Call Agreement shall continue unless terminated as provided below.

8. Termination of Project Work Authorization.

8.1 Open Work Authorization(s) entered into with Engineer for a specific Project may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of a Project, the County may terminate a Project Work Authorization upon thirty (30) days written notice to the Engineer. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of the Project. The parties intend this provision to be a continuing right to terminate the Project Work Authorization at the expiration of each budget period of the County 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 County.

(3) By the County, upon failure of the Engineer to fulfill the Engineer's obligations set forth herein in a satisfactory manner as determined by the County and in sole opinion of the County, after the County 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 County.

(4) By the Engineer, upon failure of the County to fulfill the County's obligations set forth herein, after the Engineer provides written notice to the County of such failure and the County has not corrected such failure within thirty (30) days of such written notice by the Engineer.

(5) By the County without cause upon thirty (30) days written notice to the Engineer.

(6) By satisfactory completion of all services and obligations described in a Project Specific Work Authorization prior to the scheduled Project completion date. Extension of a scheduled Project completion date shall be in accordance to procedures described in sections 9 and 14.

8.2 Should the County terminate a Project Work Authorization as herein provided, no fees other than fees due and payable at the time of termination of that Work Authorization 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 County 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 County terminate a Project Work Authorization 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.

8.3 If the termination of a Project Work Authorization is due to the failure of the Engineer to fulfill the Engineer's obligations under the Work Authorization including provisions of this Agreement incorporated therein, the County may take over the Project and prosecute the work to completion. In such case, the Engineer shall be liable to the County for any additional cost occasioned by the County.

8.4 If the Engineer defaults in the performance of a Project Work Authorization or if the County terminates a Project Work Authorization for fault on the part of the Engineer, the county 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 County, the cost to the County 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 County 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.

8.5 The termination of a Project Work Authorization and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Engineer under this Agreement, except the obligations set forth in sections 19.2, 20, 21, 23, 24, 25, 27.3, 28, 31 and 35 hereto.

9. Extension of a Project Termination Date. The Engineer shall notify the County in writing as soon as possible if it is determined, or reasonably anticipated, that the work authorized under a

Work Authorization for a Project cannot be completed before the Project's scheduled Termination Date, and the County may, at the County's sole discretion, extend the Project's scheduled Termination Date by written Amendment as provided in herein. The Engineer shall allow adequate time for review and approval by the County of the written notice and request by the Engineer to extend the Work Authorization Termination Date.

10. Suspension of Work. Should the County desire to suspend the work under a Project Work Authorization, but not terminate the Project Work Authorization, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under the Project Work Authorization may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived if agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date for a Project as identified is not affected and this Project will terminate on the date specified, unless extended by written amendment, as provided in the Amendment section hereof, duly executed by the Engineer and the County prior to the Termination Date.

11. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County.

a. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

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

c. County shall assist Engineer, as necessary, to obtain required data and information from other local, regional, state and federal agencies the Engineer cannot easily obtain, provide any available relevant date the County may have on file concerning the Project.

d. County shall provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for Engineer to maintain the agreed-upon work schedule prepared in accordance with a Work Authorization (if applicable).

e. All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

f. If funds by other agencies or entities are to be used for the development of any project awarded under this Agreement, the Engineer's Services and work will be subject to periodic reviewand approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

g. 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 Authorization, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

h. **Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, a Project Work Authorization and/or the progress of the Engineer's Services and work and the approved Work Schedule, including:

(1) Problems, delays or adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the 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 County or other agency or entity assistance needed to resolve the situation, including Federal assistance if Federal funds are involved: and

(2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated or which are producing more work units than originally projected.

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

12.1 ***Services***. For and in consideration of the *Services* to be rendered by the Engineer, as identified in herein and on the project specific Work Authorization, the maximum amount payable by the County to the Engineer for *Services*, subject to adjustment in accordance with Request for Payment provision provided below, will be provided in each Work Authorization issued. An outline and breakdown of the Services Fee are more particularly identified in EXHIBIT "B"-Engineer Contract Rates, attached hereto and made a part of this Agreement. Payments to the Engineer for *Services* shall be made by the County, upon presentation by the

Engineer of the monthly Request for Payment, in accordance with the terms and provisions provided below.

12.2 ***Special Services (if applicable)***. Those services that may be required to be provided by the Engineer as *Special Services* are set forth below and more particularly described in Engineer's proposal. For and in consideration of these *Special Services* rendered as required by the Engineer, the County 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 "B" - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

A. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by County.

B. 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.

C. EXTRA TRAVEL. Extra travel required of Engineer and authorized by County to points outside of Hidalgo County.

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

E. 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 County; preparation of change orders for extra work done by the Contractor.

13. Method of Payment. For and in consideration of the services to be rendered by the Engineer, the County shall compensate the Engineer as follows:

13.1 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 as provided herein. For each Work Authorization**,** the Engineer shall prepare and submit to the County 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 County 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 County shall review each such Request for Payment and may make such exceptions as the County reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the County meets approving such payment, the County shall make payment to the Engineer in the amount approved as aforesaid subject to section 13.4 herein and below in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

If the Project, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the Engineer by the County 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 County**.**

13.2 Final Payment. After all periodic payments as described above are paid by the County and upon final completion of the work by the Engineer and acceptance thereof by the County**,** 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 County, the County shall pay to the Engineer the amount due ("Final Payment") under such Final Request for Payment in accordance with the provisions of section "13.1" hereof.

13.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the County shall not be obligated to make any payment (whether a periodic payment as provided above 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 County has made payment to the Engineer;
(4) If the County, 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 County to be sufficient to so complete the Engineer's services.

13.4 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.

13.5 If applicable, 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.

14. Work Authorization. After execution of this Agreement, the Engineer shall proceed with the work outlined in this Agreement, only as authorized by the County, through an agreed Work Authorization (prescribed form available through Hidalgo County Purchasing Department).

14.1 The Engineer will identify, as approved by the County, the needed services for the Project, as required through the course of the development to the Project. The County shall authorize the Engineer to perform one or more of the agreed tasks identified in this Agreement and in Engineer's proposal, in the form of individual work authorizations. County will provide the authorization to proceed with services through coordination as needed with the project consulting and design Engineer. Upon authorization from the County, 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 County 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 County's and the Engineer's responsibilities and

obligations established in this Agreement.

14.2 The estimated cost proposal for each Work Authorization, developed by the Engineer and approved by the County shall be used by the County 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 County for review and acceptance.

14.3 Work included in a Work Authorization shall not begin until the County 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 County. The Engineer shall promptly notify the County of any event that will affect completion of the Work Authorization. All specific Project Work Authorizations must be executed by both the Engineer and the County within the period established for this Agreement as specified in the Term section hereof.

14.4 The final acceptance by the County 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.

15. Amendments This Agreement or a specific Project Work Authorization may be amended as follows.

15.1 If it becomes necessary at any time during the term of this Agreement to change the terms of this Agreement then a written amendment shall be executed within the Agreement period indicated in section 7 above.

15.2 If it becomes necessary at any time during a Project Work Authorization period to change a Project's scope of services, a Work Authorization period, the maximum amount payable, the complexity, or the character of a Project Work Authorization then a written amendment shall be executed within the specific Project Work Authorization period.

15.3 The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement or specific Project period as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement or specific Project period as specified. If the changes are made at the request of the County and are not due to errors of the Engineer,

the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "B", i.e., "Contract Rates." If payment for the additional work will cause the maximum amount payable under a specific work authorization to be exhausted, an amendment shall be proposed in accordance with all state procurement laws. It is distinctly understood and agreed that no claim by the Engineer for additional work or changes or revisions in work, as identified below, shall be made by the Engineer until full execution of the Amendment and authorization to proceed is granted by the County. The County reserves the right to withhold payment to the Engineer pending verification of satisfactory work performed by the Engineer.

16. 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 County in writing, In the event, the County finds that such work does constitute extra work, the County shall so advise the Engineer and a written Amendment will be executed between the County 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 County of an Amendment. Additional compensation from the County to the Engineer shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "B" attached hereto. The negotiated lump sum fee shall be incorporated into the Amendment as specified in the Amendment provision above. The County 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 an Amendment.

17. Changes or Revisions in Work. If the County 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 County.

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

17.2 Previously Approved or Satisfactorily Completed Work. If the County finds it necessary to request the Engineer to make changes to work previously approved by the County or work satisfactorily completed for which the County approves or after a definite plan has been approved by the County, if a decision is subsequently made by the County, 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 County to the Engineer will be in accordance with the Additional

Work provision hereof.

17.3 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 County for such extra services and expense in accordance with section 12 hereof.

17.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the County to require changes in the final plan of the Project to enable it to the 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 County 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 County 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 the Additional Work provision hereof. If the Engineer failed to provide these changes as an option or options to the County 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.

18. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

19. Ownership and Release of Documents.

19.1 Ownership of Documents. Original drawings and specifications are the property of the Engineer however the Project is the property of the County, and the Engineer may not use the drawings and specifications thereof for any purpose not relating to the Project with the County's consent. The County shall be furnished with such reproductions of drawings and specifications as the County may reasonably require. Upon completion of the work or any earlier termination of this Agreement or specific Work Authorization under the termination provision provided herein, the Engineer will revise drawings to reflect changes made during

construction and will promptly furnish the County 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 County. All such reproductions shall be the property of the County 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 County 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 and/or other applicable law or standards.

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. All documents furnished to the Engineer by the County shall be delivered to the County 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.

19.2 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.

20. 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 County. 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 County so that a course of action may be mutually agreed upon by the County and the Engineer.

21. Records, Accounting, Inspection. The Engineer shall keep full and detailed records and accounts in a manner approved by the County. The Engineer shall afford the County'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 or as required by law if longer. The Engineer shall deliver to the County upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the County.

22. 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 County through a Work Authorization detailing the same. The Engineer shall bind

every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the Engineer of any responsibilities under this Agreement. The Engineer, and the County**,** 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.

23. Patents. The Engineer shall indemnify and save the County 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 County 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 County shall promptly transmit to the Engineer all papers served on the County in any suit involving such claim of infringement, and provided further, that the County 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 County 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.

24. Confidential Information, Inventions, and Other Restrictions.

24.1 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 County, or any other confidential information given to the Engineer by any of the County'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 County 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 County, 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 County 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 County, effectuating the purposes of this section.

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

24.3 The rights and obligations set forth in this section shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

25. Engineer's Seal, Responsibility and Warranties.

25.1 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 County in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers and/or other applicable law and standards.

25.2 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 County or a designee appointed by the County. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the Project has been completed.

26. Warranties.

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

26.2 Notwithstanding anything to the contrary contained in this Agreement, the County and the Engineer agree and acknowledge that the County 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 County by this Agreement. The Engineer covenants with the County to use the Engineer's best efforts, skill, judgement and abilities to design the Project, perform services and to further the interests of the County in accordance with the County'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"**) is part of the services to be provided by the Engineer for any Project/ Work Authorization entered into as part of this Agreement, prior to the commencement of construction, the Engineer shall certify in writing to the County 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.

26.3 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.

26.4 The Engineer represents, covenants and agrees that the Engineer's special talent, training and experience may cause the Engineer to be the prime professional on the Project (designation to be determined at project development phase); 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 County; and that the Engineer recognizes that any commissioners, elected officials, employees and agents of the County, plus residents and County 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.

26.5 If the development of PS&E is part of the services to be provided by the Engineer for any Project/Work Authorization entered into as part of this Agreement, 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 County 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 County, it being understood that the County at all times is ultimately relying upon the Engineer's skill and knowledge in preparing such PS&E.

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

27. 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.

27.1 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 County. 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 County for approval.

27.2 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 County, 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 County. 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.

27.3 Documents/Information Exchange The purpose of this section is to define the required automated resources, format for graphics files, and information exchange pertaining to the Project. Taking into consideration that the County 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 County with documents and information in accordance with the special requirement outlined in the project specific scope of services provided by Engineer.

28. 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 County, the County'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 County from any and all expense, including but not limited to, attorney fees which may be incurred by the County in litigation or otherwise resisting said claim or liabilities which may be imposed on the County 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 County's negligence.

29. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification provision 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 County or any of the Indemnitees has by law.

30. 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 requireof all its sub-consultants connected with providing services under this contract to provideinsurance 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 providingServices, including but not limited to professional liability insurance covering Engineer's activitiesin providing the services to the County. Coverage shall be in the amounts specified by the Countyin 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 the 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. **See attached Exhibit "C"**, i.e., **Certificates of Insurance**, attached hereto and incorporated by reference herein. For each applicable policy, Engineer shall name the County as an additional insured. Engineer shall notify the County a minimum of thirty (30) days in advance of cancellationof all or part of a policy. Engineer shall make any other insurance documentation available to theCounty 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 section 8 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 County.

31. 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 County with satisfactory proof of its compliance therewith.

32. 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 County shall have the right to annul this Agreement without liability or, in the County'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.

33. Gratuities. The County mandates that employees of the County shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the County 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 County under this Agreement may not make any offer of benefits, gifts or favors to County 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.

34. 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 County.

35. 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.

36. 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.

37. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writingand shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered orcertified 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 noticedelivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge Address 100 E. Cano, 2nd Floor Edinburg, Texas 78539
CC:	Precinct No. 4 Attn: Precinct No. 4 Ellie Torres Commissioner Address: 1051 N Doolittle Rd Edinburg, TX 78542
If to Engineer:	B2Z Engineering, LLC Attention: Aisha Gonzalez Address: 900 S Stewart Rd, Suite 4 Mission, TX 78572

Each notice, demand, request, or communication which shall be delivered or mailed inthe 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.

38. Miscellaneous Provisions

a. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through an agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

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 County unless in writing and executed by an officer or employee of the County specifically authorized to do so.

c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. No waiver of any provision of or default under this Agreement shall affect the right of the County 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 County's right with respect to any liabilities whether or not liquidated of the Engineer to the County theretofore accrued.

e. All rights and remedies of the County specified in this Agreement are in addition to the County's other rights and remedies.

f. **Independent Contractor.** 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, 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. Engineer agrees to be responsiblefor any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

g. **Venue.** 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 Engineer hereby consents to personal jurisdiction in Hidalgo County,Texas.

h. This Agreement may only be amended by a written document executed by the County and the Engineer as provided in the Amendment section herein.

i. **Authority.** The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligation of County and Engineer in accordance with its terms.

j. **Immunities**. Nothing in this Agreement 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.

k. Licenses. As a condition of this Agreement, Engineer shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be requiredby any authority during the term hereof to provide the required Services. If such license or permitis suspended or revoked, this Agreement shall automatically be terminated and the Engineer shallimmediately notify the County.

l. Equipment. All trucks or vehicles operated by the 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 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. Engineer shall provide a sufficientnumber of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

m. No Assignment. Except as otherwise provided herein, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

n. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicialregulation, order, or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them to the legal requirements and only during the time such conflict exists. In case anyone, or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

o. Binding Agreement. This Agreement shall be binding upon and inure to the benefitof the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

p. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.

q. 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 writtennotice to 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 Courtdoes 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 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 (Vernon Supp. 1966).

r. Nondiscrimination. Engineer, including subcontractors, assignees, and successorsin 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.

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

t. 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 wereprovided 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 January 9 , 2024.
Agenda Item No. 93784 **Executive Office: _____**

ENGINEER:
B2Z Engineering, LLC

_____
Aisha Gonzalez, President

COUNTY:
COUNTY OF HIDALGO

_____
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

_____
_____, Assistant District Attorney

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
EXHIBIT A -Requirements/County's Request for Qualifications
EXHIBIT B - Contract Rates
EXHIBIT C - Certificates of Insurance

SUPPLEMENTAL SIGNATURES (if any):

EXHIBIT A

REQUIREMENTS/COUNTY'S REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
PROCUREMENT PACKET

REQUEST FOR QUALIFICATION

RFQ No.: 23-0037-02-24-PEG

PROFESSIONAL SERVICES POOLS - GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING

Acceptance Due Date: February 24, 2023 at 2:00 pm

Eduardo Belmarez, MBA, CPM,
Hidalgo County Purchasing Director

Project Contact Information:
Pablo Granados, Contract Specialist II
(956) 318-2626 Ext: 4878
pablo.granados@co.hidalgo.tx.us

Hidalgo County
REQUEST FOR QUALIFICATION
Professional Services Pools - Geotechnical and Construction Material Testing

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1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Saturday, February 11, 2023

RE: HIDALGO COUNTY - REQUEST FOR QUALIFICATIONS

RFQ NO.: 23-0037-02-24-PEG – Professional Services Pools - Geotechnical and Construction Material Testing

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Eduardo Belmarez, MBA, CPM

Hidalgo County Purchasing Director

1.2. Contact Information

Pablo Granados
Contract Specialist II
Email: pablo.granados@co.hidalgo.tx.us
Phone: (956) 318-2626 Ext: 4878

Department:
Hidalgo County

1.3. Timeline

Release Project Date	February 11, 2023
Question Submission Deadline	February 15, 2023, 5:00pm
Question Response Deadline	February 17, 2023, 5:00pm

Proposal Submission Deadline	February 24, 2023, 2:00pm (All times referenced in this procurement packet are Central Standard Time –CST) The proposal opening is open to the public. Proposal opening participants may attend the proposal opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Proposal opening may be limited due to capacity and will be on a first-come-first-serve basis. Live stream: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09 Meeting ID: 964 6467 6754 Passcode: 545411 Dial by your location: +1 346 248 7799 US (Houston) To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl Join by SIP: 96464676754@zoomcrc.com

2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond).:

A. Submit responses electronically via the PORTAL: https://procurement.opengov.com/portal/co-hidalgo-tx on or before Friday, February 24, 2023, at 2:00 pm. **OR;**

B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Friday, February 24, 2023, at 2:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Eduardo Belmarez, MBA, CPM Purchasing Director
- ATTN: Pablo Granados
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Eduardo Belmarez, MBA, CPM Purchasing Director
- ATTN: Pablo Granados
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed one-sided on 8 ½" by 11" paper.
- One (1) hard copy, marked "ORIGINAL" and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the firm's name and the RFQ number. Responses that are not identified with the RFQ number on the outside, will be at risk of rejection.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet can be found under the #ATTACHMENTS section:**

A. Cover Sheet
    1. Company Name, Company Address, Company Phone Number
    2. Project Name: Professional Services Pools - Geotechnical and Construction Material Testing
    3. Procurement Number: 23-0037-02-24-PEG
    4. Opening Date: Friday, February 24, 2023
    5. Opening Time: 2:00 pm
B. Table of Contents
C. Required Documents
    1. Legal Notice Declaration
    2. Appendix "B" - Areas of Specialization
    3. Appendix "C" - Insurance Requirements
        a. Proof of Insurance
        b. Insurance Requirement Acknowledgement
        c. Project Requirements Acknowledgement
    4. Appendix "D" - Conflict of Interest Questionnaire
        a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable)

5. Appendix "E" - Vendor Enrollment Solution and HUB Declaration
    a. Vendor Enrollment Solution
    b. HUB Declaration
6. Appendix "F" - Certification Regarding Debarment
    a. Signed Certification
    b. SAM.gov Registration Acknowledgement
7. Appendix "H" - Required Contract Clauses For Contracts Under Federal Award
    a. Byrd Anti-Lobbying Contract Clause
    b. 2 CFR 200 Certification
8. Appendix "J" - Respondent's Affidavit
9. Appendix "L" - Deficiencies and Deviations Form (when applicable)
10. Appendix "M" - References
11. Addenda (when applicable; see Addenda under Legal Notice)
12. Company/Firm Response
    a. Section I: Understanding of The Project
    b. Section II: Firm Information
        i. Firm History
        ii. Personnel and Staffing
        iii. Proof of Licenses and Certifications
    c. Section III: Firm Experience and Qualifications
        i. Competency
        ii. Experience and Recent Projects
        iii. References
    d. Section IV: Scope of Services
        i. List of Services
        ii. Narrative
    e. Section V: Miscellaneous

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: https://procurement.opengov.com/portal/co-hidalgo-tx. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified firms interested in providing comprehensive professional services as part of our 2023 Professional Services Pools. Qualified Respondents may then be engaged from the pool to provide professional services on an "As Needed Basis" or on a "Project-Specific Basis". Sealed qualifications will be received for "Hidalgo County (including all funding sources, programs, and entities) Professional Services Pools - Geotechnical and Construction Material Testing, in accordance with the requirements attached hereto as Appendix "A". Inclusion into the specified Pool is based on qualifications and other factors as herein set forth. The qualifications should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

Hidalgo County is requiring all submitted qualifications are to remain firm for a minimum of ninety (90) days after the RFQ opening.

3.2. AWARD

Hidalgo County anticipates accepting all qualified firms to our Pool. No award can be made until approved by Hidalgo County Commissioners Court. This RFQ does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of an agreement.

3.3. TERM OF POOL

The term of this pool shall be for a period of one (1) year commencing on the date approved by the Commissioners Court or as designated. The information provided in this Request for Qualification (hereinafter referred to as "RFQ") is only to be used for the purpose of preparing a submission for the above-referenced pool.

3.4. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.5. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.6. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.7. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.9. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Wednesday, February 15, 2023, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.10. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.11. COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Proposer acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

3.12. WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

3.13. NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo

County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County" or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services.

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (https://www.hidalgocounty.us/805/County-Administrative-Policies), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on Hidalgo County Vendor Enrollment Solution, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are Following the solicitation in the PORTAL, and are listed as a "Follower" (planholder) in the PORTAL.

4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as "Commissioners Court"), or other applicable governing body.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

4.7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract,

or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

4.7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix "C"**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of $100,000 or more.

4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to

furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of $2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of $250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

4.7.8.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit (**Appendix "J"**) must be included in the response.

4.7.8.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

4.7.8.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix "D"**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at https://www.hidalgocounty.us/161/County-Clerks-Office. **Completion and submission of Form CIQ is the sole responsibility of the Offeror**. Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

4.7.8.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in **Appendix "H"**.

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

4.7.10 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are

opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

4.7.11 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, eduardo.belmarez@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

A. Placing qualified small and minority business and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

F. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

4.8.2 Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

4.8.3 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

4.8.4 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award**. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

4.8.5 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the

Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

4.13. COUNTY APPROVED HOLIDAYS

There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on those dates. The link of approved holidays can be found on: https://www.hidalgocounty.us/115/County-Holidays.

4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final

Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

4.15.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

4.15.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

4.19. INDEMNIFICATION

The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful Offeror.

4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on Appendix "B". If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
    - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
    - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.

  - put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.
- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

4.29. PAYMENT UNDER CONTRACT

If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications

attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: https://www.hidalgocounty.us/143/Purchasing-Department.The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the

submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "E"**.

4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

4.38. QUALIFICATIONS OF OFFEROR

Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

4.39. RECYCLED MATERIALS

Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

4.40. REFERENCES

If applicable, unless otherwise indicated, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project cancelled, then please indicate so**. Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form Appendix "M". Letters or reference sheet must include the following information

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).

- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.If Offeror has not had a project cancelled, then please indicate so.

4.41. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet as published shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, the response must be submitted according to the instructions contained within this procurement packet.

4.42. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

4.45. TAXES

Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the **Procurement Overview**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

4.50. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

5. APPENDIX A - REQUIREMENTS/SPECIFICATIONS

5.1. Professional Services Pool - Geotechnical and Construction Material Testing

REQUIREMENTS/SPECIFICATIONS

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted response.

Section I: UNDERSTANDING OF THE PROJECT (limited to 3 pages)

This section should demonstrate the respondent's understanding of the project needs, the work required, and identify any local issues or concerns to demonstrate the firm's familiarity with the geographical area of the County of Hidalgo.

Section II: FIRM INFORMATION

a. Firm History - This section should include the Firm's history, its background and identify the principal officers. It should include an organization chart and a description of the project team organization and the names of team members. This section should also identify the total number of Professional Engineers the firm has in its staff. Additionally, it should state the firm's commitment and ability to commence services immediately after successfully negotiating a contract for services and a statement regarding its Affirmative Action Program.

b. Personnel and Staffing - This section should identify all members on the organizational chart, and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. A biographic summary provided with a history of engineering licensure from the Texas Board of Professional Engineers and Land Surveyors for each proposed staff member (limited to one (1) page per team member), or any other licenses and certifications required by the State of Texas, and a one (1) page of a general list of projects with brief project summaries that respective proposed staff member was a part within the last 12 consecutive months, and identify their role in each project.

This section should also outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

c. Proof of Licenses and Certifications - This section will contain copies of any and all current state certifications and licenses with applicable seals, and any other applicable licenses and certifications as required by the State of Texas.

Section III: FIRM EXPERIENCE AND QUALIFICATIONS (limited to 10 pages)

a. Competency - This section should demonstrate the firm's competency by demonstrating they are knowledgeable in Federal, State, and County-funded roadway and general construction projects located within Hidalgo County, or this general region of the state, and experience in independent material testing laboratory, registered and licensed to practice in the state of Texas, and has experience but not limited to, the following:

- Roadway Material Production and Construction Material Testing

- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and testing of samples of existing soils for the planning, design, and construction of Transporting Facilities
- TxDOT Certification

b. Experience and Recent Projects - This section should include a description of the firm's most recent and varied projects (other local government projects preferred), and identify the personnel that was key in each project. Identify key challenges and the firm's solution to overcoming such challenges. For each project, a client contact name and phone number should be included for reference purposes. A list of ongoing projects similar in scope under the TxDOT procurement basis shall be included.

c. References – This section should list four (4) references, other than past or present employees of Hidalgo County, who can verify your performance as a firm within the past 24 months. Performance includes, but is not limited to, sales and/or services, delivery, invoicing, and other items as may be required for Hidalgo County to determine Respondent's ability to provide the intended goods and/or service of this procurement packet. Hidalgo County prefers references to be from Government customers. The name, address, and phone number of the person(s) listed should be the one most closely associated with your company's performance on that specific project. References must be able to verify the quality of service the Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete, or negative responses from the listed references could result in the rejection of your response. One of the four references listed should be of a project that was canceled with a description of why the project was canceled. Failure to supply the required references may deem your response as non-responsive and will not be considered for award.

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation from this may result in the rejection of your response. You may use your own format, or use the Reference Form included in **Appendix "M"**.

Section IV: SCOPE OF SERVICES

a. List of Services - The construction material testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the ability to perform the following:

- Asphaltic Materials Testing
- Building Foundations Studies
- Concrete Materials Testing
- Drilling
- Environmental Services
- Geotechnical Testing
- Hot Mix Plant Inspection and Testing

- Investigation
- Soil Density Testing
- Surveying and Sampling Soils
- Transportation Foundation Studies

b. Narrative - This section should include the firm's philosophy, approach(s), and preferred methodology for meeting requirements, deliverables, and the aforementioned services listed in the Scope of Services. Provide the greatest amount of meaningful detail possible to describe the proposed products and/or services. Indicate if your firm can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If your firm is not able to meet the specification, briefly explain why by noting any concerns or issues Hidalgo County should be aware of. Provide a timeline indicating deliverables, firm responsibilities, and resources needed from Hidalgo County. Merely reiterating the specifications is strongly discouraged, as they do not provide insight into the firm's ability to meet the specifications.

Section V: MISCELLANEOUS

State exemptions to any of the requirements in this procurement packet, if any. Any additional information the firm deems appropriate to the response may be included in this section.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, the proposer is to provide a fee proposal based on the scope of work.

6. APPENDIX B - EVALUATION PROCEDURE

It is Hidalgo County's intent to comply with the requirements of Chapter 262 of the Texas Local Government Code and the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code. It will select the most highly qualified provider of the professional service on the basis of demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price.

POOL ACCEPTANCE

It is Hidalgo County's intention that all responses that met the requirements listed within this procurement packet will be accepted in the respective annual pool.

AWARD PROTOCOL

A firm can be selected from the approved Pool for 1) an On-Call Agreement, or 2) Project Specific; regardless of the option, once a project has been identified and it is determined that the services specific to this procurement packet are required, approval to seek engagement for Professional Services is requested from the Hidalgo County Commissioners Court. The following protocol and procedures are utilized:

1. Hidalgo County Commissioners Court, Elected Official, or User Department in need of the Professional Service will nominate, at the minimum, 3 firms. The firms selected must be able to complete the project requested, and if specializations are available, those specialized firms should be considered for nomination first.

2. Hidalgo County Commissioners' Court, Elected Official, or User Department will select the Evaluation Committee.

3. The Evaluation Committee will review, score and evaluate the Statement of Qualifications received in this response.

4. A Scoring Grid will be presented to Hidalgo County Commissioners Court for the purpose of Ranking and Approval for the Hidalgo County Purchasing Department to enter into negotiations with the number one (1) ranked firm.

EVALUATION CRITERIA

Award shall be made to the responsible firm whose proposal is determined to be the best-evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the Evaluation Criteria as stated in **Appendix "B"**.

- Professional qualifications and experience of the firm and its staff with a minimum of predetermined number of years of relevant experience and demonstrated success in providing the services requested in this solicitation;
- Ability to commit resources and turnaround time for services requested;
- Pricing;
- Experience with other clients of similar size to Hidalgo County and government entities;

- Firm's professional reputation for integrity and compliance with state and federal law, including having the appropriate license to do business in Texas;
- Past performance history with Hidalgo County (if applicable);
- Experience based on references submitted with the firm's proposal; and
- Overall quality of the firm's proposal.

Submission of a proposal implies the firm's acceptance of the evaluation criteria and the firm's recognition that subjective judgments must be made by the Evaluation Committee. Pricing will be taken into consideration AFTER evaluation as part of the process in compliance with Chapter 2254 of the Texas Government Code.

EVALUATION PROCESS

All proposals will be examined by an Evaluation Committee consisting of various Hidalgo County personnel and Hidalgo County Purchasing on a 100-point system.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration; however, Hidalgo County reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

While Hidalgo County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this procurement packet, and firms are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the firm to meet such claims will result in a requirement that the firm provides resources necessary to meet submitted claims, without extending an additional cost to Hidalgo County.

Hidalgo County Purchasing Department may initiate discussions with selected firms; however, firms may not initiate discussions. Firms shall not contact any Hidalgo County personnel during the procurement process without the expressed permission from the Hidalgo County Purchasing Department. Hidalgo County Purchasing Department may disqualify any firm that has made site visits, contacted Hidalgo County personnel, or distributed any literature without authorization from Hidalgo County Purchasing Department.

All correspondence relating to this procurement from the advertisement to the award shall be sent toHidalgo County Purchasing Department. Hidalgo County Purchasing Department shall coordinate all presentations and/or meetings between Hidalgo County and the firm relating to this solicitation.

Selected firms may/will be expected to make a presentation/product demonstration to an evaluation committee. In addition to a presentation, visits by the Evaluation Committee to representative firm client sites may be conducted where the proposed solution can be demonstrated in a production environment. Proposals, firm presentations, and product/service evaluations may develop into negotiating sessions with the firm(s) as selected by the Evaluation Committee and approved by Hidalgo County Commissioners Court.

NEGOTIATION PROCESS

The Purchasing Department will commence negotiations with the Number One (1) ranked firm, as approved by Hidalgo County Commissioners Court by asking the selected firm to submit a Scope of Service, including their fees. Hidalgo County expects to conduct negotiations with the firm's representatives authorized to contractually obligate the firm with an offer. The negotiated contract includes a Best and Final Offer with the successful firm will be presented to Commissioners' Court for consideration and approval of the award of the contract. If the firm is unable to agree to contract terms and conditions, Hidalgo County reserves the right to cease negotiations with that firm and initiate negotiations with another firm.

7. ELECTRONIC FIRM SUBMISSION DOCUMENTS

*Firms must complete this section if their submission will electronic.

7.1. I confirm that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

☐ Please confirm

*Response required

7.2. LEGAL NOTICE DECLARATION

*7.2.1. LEGAL NOTICE DECLARATION**

TO: Eduardo Belmarez, MBA, CPM, Purchasing Director

ATTN: Pablo Granados, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: 23-0037-02-24-PEG - Professional Services Pools - Geotechnical and Construction Material Testing

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing

written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

☐ Please confirm

*Response required

7.3. APPENDIX B

*7.3.1. Areas of Specialization**

Refer to "*Appendix B - Areas of Specialization*" in the #ATTACHMENTS section. Please download the fillable documents, complete, and upload.

*Response required

7.4. APPENDIX C

*7.4.1. PROOF OF INSURANCE**

Insurance Requirements

Professional Services

(i.e...Engineers, Architects, Appraisers & Surveyors)

Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law. Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.

B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.

C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**

D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.

E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.

F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.

H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.

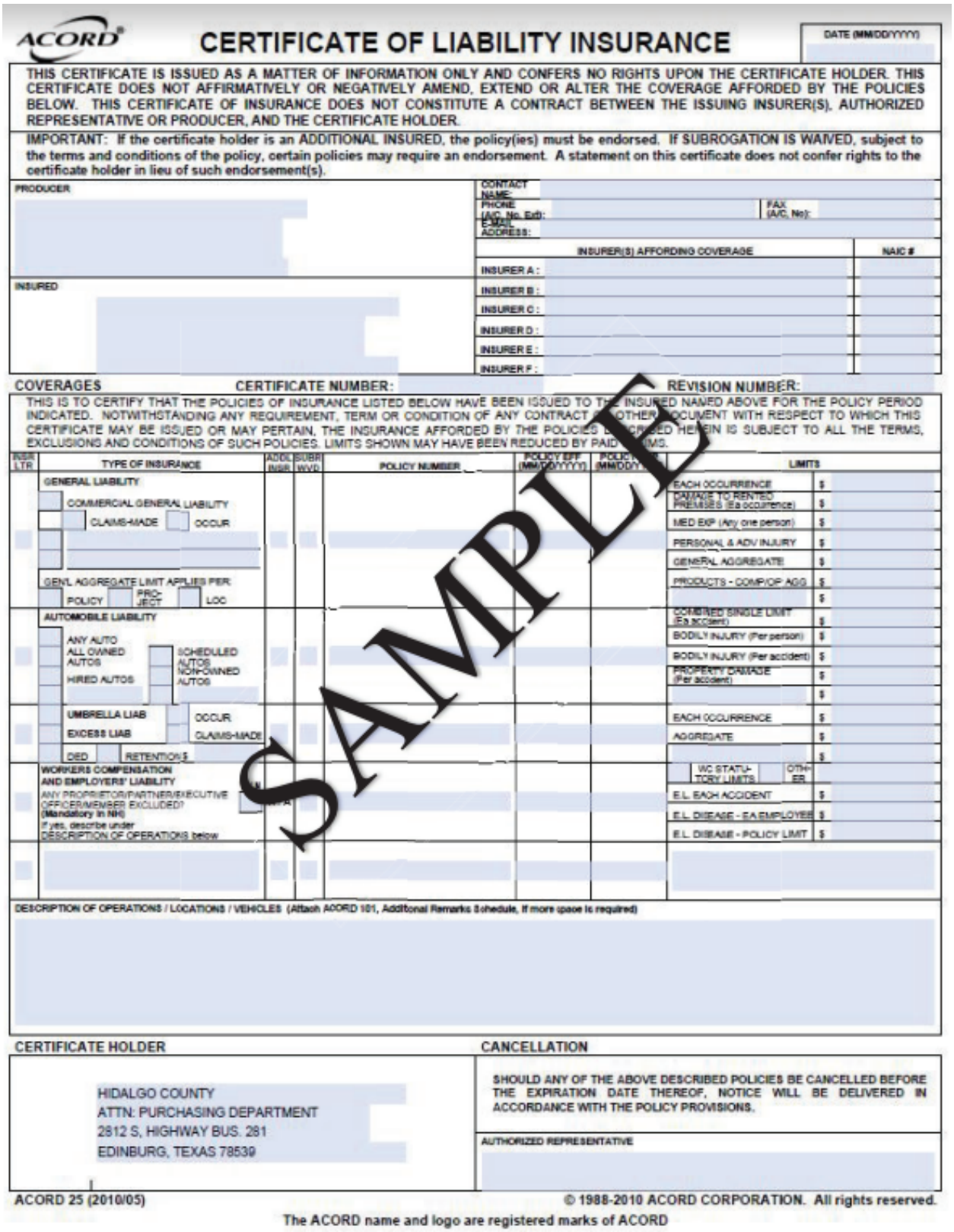
I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.

J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.

K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.

L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.

M. Bidder shall make any other insurance documentation available to County upon request.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S, HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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Please provide uplolad you Certificate of Liability Insurance.

*Response required

*7.4.2. INSURANCE REQUIREMENT ACKNOWLEDGEMENT**

I, an authorized representative for of my company, the company submitting this response, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
  - Professional Liability (Errors & Omissions)
  - Automobile Liability
  - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

☐ Please confirm

*Response required

*7.4.3. PROJECT REQUIREMENTS ACKNOWLEDGMENT**

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE**:

1. Licenses

2. Bonds

3. Certificates

4. Permits

5. Other

necessary to carry out the required project. Furthermore, **I am providing copies of the required documentation** (upload copies here) so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.

☐ Please confirm

*Response required

7.5. APPENDIX D

*7.5.1. CONFLICT OF INTEREST QUESTIONNAIRE**

Please download the below documents, complete, and upload.

- Appendix_D_-_COI_Questionna...

*Response required

7.6. APPENDIX E

*7.6.1. VENDOR ENROLLMENT SOLUTION AND HUB DECLARATION**

Please download the below documents, complete, and upload.

- Appendix_E_-_Vendor_Enrollm...

*Response required

7.7. APPENDIX F

*7.7.1. CERTIFICATION REGARDING DEBARMENT**

Please download the below documents, complete, and upload.

- Appendix_F_-_Certification_...

*Response required

*7.7.2. SAM.GOV REGISTRATION**

Please enter your company's Legal Name and/or dba Name

*Response required

*7.7.3. FORM 1295**

Please provide a Form 1295.

- Reference Professional Services Pools - Geotechnical and Construction Material Testing23-0037-02-24-PEGon section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

7.8. APPENDIX G

*7.8.1. Title VI Appendices - (Please confirm that you have read, understood and agree)**

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

a. withholding contract payments to the contractor under the contract until the contractor

complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the

Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (l) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and

vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)"

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the

construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

• Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

• 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented byU.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

☐ Please confirm

*Response required

7.9. APPENDIX H

*7.9.1. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

Please download the below documents, complete, and upload.

- Appendix_H_-_2_CFR.pdf

*Response required

7.10. APPENDIX I

*7.10.1. FHWA 1273**

Refer to "*Appendix I - FHWA 1273*" in the #ATTACHMENTS section. Confirm that you have read, understood and agree with "*Appendix I - FHWA 1273.*"

☐ Please confirm

*Response required

7.11. APPENDIX J

*7.11.1. PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

Please download the below documents, complete, and upload.

- Appendix_J_-_Proposer's_Aff...

*Response required

7.12. APPENDIX L

*7.12.1. DEFICIENCIES AND DEVIATIONS FORM**

Please download the below documents, complete, and upload. If not applicable, submit documents with simply "N/A".

- Appendix_L_-_Deficiencies_a...

*Response required

7.13. APPENDIX M

*7.13.1. REFERENCE FORM**

Please download the below documents, complete, and upload.

- Appendix_M_-_Reference_Form...

*Response required

7.14. FIRM RESPONSE

*7.14.1. FIRM RESPONSE**

Please upload your response to this RFQ as requested in ***Exhibit A - Requirements/Specifications***

*Response required

EXHIBIT B

CONTRACT RATES

EXHIBIT B

B2Z ENGINEERING

Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2023	Contract Rate FY 2024†	Contract Rate FY 2025†
Senior Project Manager / Principal	$ 75.00	$ 234.17	$ 241.19	$ 248.43
Project Manager	$ 68.00	$ 212.31	$ 218.68	$ 225.24
Senior Construction Engineer / Manager	$ 62.00	$ 193.58	$ 199.39	$ 205.37
Geotechnical Engineer	$ 60.00	$ 187.34	$ 192.96	$ 198.74
Construction Manager / PMP	$ 60.00	$ 187.34	$ 192.96	$ 198.74
Construction Superintendent	$ 42.00	$ 131.13	$ 135.07	$ 139.12
Environmental Manager (10+ Years Exp.)	$ 49.00	$ 152.99	$ 157.58	$ 162.31
Project Engineer (10+ Years Exp.)	$ 45.00	$ 140.50	$ 144.72	$ 149.06
Engineering Lab Manager	$ 43.00	$ 134.26	$ 138.28	$ 142.43
Design Engineer (5~10 Years Exp.)	$ 40.00	$ 124.89	$ 128.64	$ 132.50
GIS / Senior Engineering Tech	$ 38.00	$ 118.65	$ 122.20	$ 125.87
Environmental Specialist	$ 37.00	$ 115.52	$ 118.99	$ 122.56
Construction Inspector	$ 32.00	$ 99.91	$ 102.91	$ 106.00
EIT	$ 31.00	$ 96.79	$ 99.69	$ 102.68
Construction Record Keeper	$ 30.00	$ 93.67	$ 96.48	$ 99.37
Unmanned Aircraft System (UAS) Pilot	$ 29.50	$ 92.11	$ 94.87	$ 97.72
Laboratory / Field Technician	$ 29.00	$ 90.55	$ 93.26	$ 96.06
Engineer Tech	$ 28.00	$ 87.42	$ 90.05	$ 92.75
CADD Operator	$ 26.50	$ 82.74	$ 85.22	$ 87.78
Admin/Clerical	$ 23.00	$ 71.81	$ 73.97	$ 76.19

Overhead Rate*: 171.50%
Profit Rate: 15.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Direct Expenses:

Lodging	$98/night
Meals	$59/day
Mileage	$0.655/mile
Car Rental	$60.00/Day
2 Man Survey Crew	$150.00/hr
Aerial Drone Flight	$250.00/hr
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

* = Overhead Rate is TxDOT 2022 Approved Audited Overhead Rate.
† = 3% Escalation Rate added to future fiscal years.

B2Z ENGINEERING

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	
Mobilization (Drill Rig and Crew)	$475.00/Day
Stand-By Time	$205.00/Hr
Texas Cone Penetration Test (Tex-132)	$6.00/Ea.
Soil Boring / Solid Stem	$38.00/Lf
Soil Boring / Hollow Stem	$38.00/Lf
Soil Boring / Mud Rotary	$38.00/Lf
Mileage (Logger-Soil Tech)	$0.655/Mi.
Support Truck	$1.75/Mi.
Piezometer / Monitoring Well	**By Quote**
Soil Testing	
Moisture Content Determination - ASTM D2216/Tex-103-E	$12.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$400.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$225.00/Ea.
Standard Proctor - ASTM D 698	$225.00/Ea.
Modified Proctor - ASTM D 1557	$225.00/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$28.00/Ea.
Determination of Soil pH - Tex-128-E	$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$175.00/Ea.
Resistivity of Soils - Tex-129-E	$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	$95.00/Ea.
Organic Content of Soils – Tex-148-E	$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$65.00/Ea.
Consolidation Test - ASTM D 2435	$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$60.00/Ea.
Coarse & Fine Aggregate Quality Testing	
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$75.00/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$90.00/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$15.00/Ea.

Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$50.00/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$50.00/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$50.00/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$50.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$80.00/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	$500.00/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$70.00/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$15.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**	
Sand Equivalent - ASTM D 2419/Tex-203-F	$80.00/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$65.00/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$50.00/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.00/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$60.00/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$90.00/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$95.00/Ea.
Bulk Specific Gravity and Water Absorption of Aggregates – Tex-201-F	$100.00/Ea.
Lab Method of Mixing Bituminous Mixtures (set of 3) – Tex-205-F	$145.00/Ea.
Compacting Specimens Using the Texas Gyratory Compactor (set of 3) - Tex-206-F	$95.00/Ea.
Determine Drain down Characteristics in Bituminous Mixtures – Tex-235-F	$60.00/Ea.
Asphalt Content - Tex-236-F	$95.00/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$90.00/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$90.00/Ea.
Indirect Tensile Strength Test - Tex-226-F	$62.50/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$18.00/Ea.
Lab Molded Density - Tex-207-F	$90.00/Ea.
Hamburg Wheel Tracker - Tex-242-F	$1,000.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$70.00/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$95.00/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$80.00/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$95.00/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$250.00/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$45.00/Ea.
Segregation Profile - Tex-207-F (Part V)	$315.00/Ea.
Joint Density - Tex-207-F (Part VII)	$315.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.
Thermal Profile - Tex-244-F	$200.00/Ea.
Ride Quality - Tex-1001-S	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~	
Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$550.00/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.) - Tex-422-A	$5.00/Ea.
Slump Test - ASTM C 143/Tex-415-A	$20.00/Ea.

Air Content (Pressure Method) - ASTM C 231/Tex-416-A	$25.00/Ea.
Air Content (Volumetric) - ASTM C 173	$30.00/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	~
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.00/Ea.
Capping Cyl. Concrete Specimen – Tex-450-A	$14.00/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$18.00/Ea.
Casting of Grout Prisms - ASTM C 1019	~
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$35.00/Ea.
Casting of Mortar Cubes - ASTM C 780	~
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$35.00/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$250.00/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$250.00/Ea.
***(In Conjunction w/ Field Inspection)**	

Structural

Bolt Technician	**By Quote**
Welding Inspection	**By Quote**

Miscellaneous Testing

Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$25.00/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.
Lime (Compliance with DMS 6350) (Tex-600-J)	$300.00/Ea.
Asphalt Binder (Compliance with DMS-6310)	$500.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report	$25.00/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses

Mileage	$0.655/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT C

CERTIFICATES OF INSURANCE

EXHIBIT C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Risk Specialty Group, LLC
675 Bering Dr, Ste. #175
Houston TX 77057

CONTACT NAME: Candi Carpenter
PHONE (A/C, No, Ext): 713-552-1900 **FAX (A/C, No):** 713-513-5411
E-MAIL ADDRESS: ccarpenter@riskspecialtygroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity of Ame	25666
INSURER B : Travelers Property Casualty In	25674
INSURER C : Hudson Insurance Company	25054
INSURER D : Travelers	19038
INSURER E :	
INSURER F :	

INSURED B2ZENGI-01
B2Z Engineering, LLC
P.O. Box 2724
McAllen TX 78502

COVERAGES **CERTIFICATE NUMBER:** 29711272 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			6807N737635	7/10/2023	7/10/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Incl. Unmanned						MED EXP (Any one person)	$ 5,000
	Aircraft Liab.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			BA9R235112	7/10/2023	7/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			CUP1P237416	7/10/2023	7/10/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB7N741163	7/10/2023	7/10/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability including Pollution Liability (claims made)			PRB 06 19 116905	7/10/2023	7/10/2024	Each Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured on General Liability & Automobile Liability and provided with waivers of subrogation in their favor on General Liability, Workers Compensation & Automobile Liability when required by written contract or agreement. Umbrella follows form. The policies are primary and noncontributory when required by written contract or agreement. 30 Days notice of cancellation is provided.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway BUS 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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