

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**ARCHEOLOGICAL SURVEYING SERVICES CONTRACT**  
**C-CFC24-0082**

THIS AGREEMENT is made effective the 22<sup>nd</sup> day of July, 2025, by and between the Hidalgo County Urban County Program, County of Hidalgo, Texas ("UCP") and Terracon Consultants, Inc. ("Surveyor").

**WITNESSETH:**

WHEREAS, UCP requires services for: **ARCHEOLOGICAL SURVEYING SERVICES –**

**PRECINCT NO. 4 D.T. VILLARREAL COLONIA LIFT STATION PROJECT**" located within

Hidalgo County Precinct No. 4;

WHEREAS, the Urban County Program has determined that the services of a professional archeological surveying services firm is necessary to carry out the required Services;

WHEREAS, the Urban County Program requested sealed proposals (RFP's) from professional firms to assist the Urban County Program by providing the Services;

WHEREAS, Drainage UCP has selected the Surveyor to provide the Services **within Urban County Program**, in accordance to Exhibit "A" Request for Proposals (RFP) Procurement Packet.

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

1.     **Scope of Services.** Surveyor agrees to provide to the UCP the services shown in Exhibit "A" attached hereto. Surveyor selected is to have adequate experience and a workload free from constraints to complete Survey Reports. **The Surveyor will not begin work or incur costs until receiving a Purchase Order (PO) and authorization in writing by UCP for each project.** Further, in the event that it is demonstrated by Surveyor that UCP has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provide the

**Survey report(s) ordered, Surveyor must advise in written notice to UCP to authorize and to secure additional time to comply.**

**2. Non-Exclusive Services of Surveyor.** UCP reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

**3. Term.** This Contract is for a period of two (2) year(s), effective July 22, 2025 and will expire July 22, 2027 or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the UCP for each "Purchase Order".

**4. Compensation.** As consideration for rendering the Services provided for in this Contract, UCP agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payments. The request for payment shall be made using forms acceptable to UCP and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, UCP shall submit a requisition for payment of said services in the customary manner provided for payments utilized by UCP. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered Paragraph 21, hereof.

**5. Progress.** Upon acceptance of a purchase order, the Surveyor shall undertake and complete the authorized work. UCP or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the UCP or at other agreed upon locations.

**6. Inspection of Work.** UCP has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a

subcontractor, the Surveyor 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 the work.

**7. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "C" within the agreement. UCP retains the right to reject any such amendment proposed by the Surveyor. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If UCP finds it necessary to require changes in completed work because of errors made by the Surveyor, UCP shall require the Surveyor to correct the work at no cost to UCP and without amendment to the Agreement. If the changes are made at the request of the UCP and are not due to errors of the Surveyor, UCP will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Proposal Page". If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**8. Reporting.** The Surveyor shall promptly advise UCP in writing of events which have a significant impact upon the contract, including:

- 8.1.** Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any UCP or, if Federal funds are involved, Federal assistance needed to resolve the situation.
- 8.2.** Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the UCP shall be delivered to and become the property of the UCP. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the UCP without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the UCP under this contract.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County Urban County Program policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County Urban County Program, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Urban County Program, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** UCP may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the Surveyor.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for UCP in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this contract to any person without the prior written consent of

UCP.

**14. Conflict.** Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**15. Termination by UCP.** If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by UCP, or if Surveyor fails to comply with any conditions in this Contract, then UCP shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

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

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

**18. Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**19. Hold Harmless.** In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify UCP from any and

all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement become necessary.

**20. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to UCP:

Hidalgo County Urban County Program  
Joel Rivera, Ph.D., UCP Director  
1916 Tesoro St.,  
Pharr, Texas 78577

If to Surveyor:

Terracon Consultants, Inc.  
Jorge A. Flores, P.G., Senior Principal- Operations Manager  
1506 Mid Cities Dr.  
Pharr, TX 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**22. Execution of 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 Contract.

**23. Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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

**25. Authority.** The execution and performance of this Contract by UCP and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of UCP and Surveyor in accordance with its terms.

**26. Commitment of Current Revenues Only.** In the event that, during any term hereof, the District Board of Directors does not appropriate sufficient funds to meet the obligations of UCP under this Agreement, UCP may terminate this Agreement upon ten (10) days written notice to Contractor. UCP agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of UCP pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

**27. Immunities.** Nothing in this Agreement is intended to and UCP does not hereby waive, release or relinquish any right to assert any of the defenses UCP enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to UCP as to any claim or action of any person, entity, or individual against UCP.

EXECUTED as of the day and year first written above.

**SURVEYOR:**  
Terracon Consultants, Inc.

**BY:** \_\_\_\_\_  
Jorge A. Flores, P.G., Senior Principal- Operations Manager

**OWNER:**  
HIDALGO COUNTY

**BY:** \_\_\_\_\_  
Richard F. Cortez, County Judge

*Approved by Commissioners' Court on: July 22, 2025*

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

**By:** \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**ATTACHMENTS:**

- EXHIBIT C - Acknowledgment Forms**
- EXHIBIT D - CIQ Form**
- EXHIBIT E - Proposers Affidavit**
- EXHIBIT F -**
- EXHIBIT G - Vendor Bidder Application and IRS form W-9  
Certification Regarding Debarment**