

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §

**ON-CALL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**C-26-0127-03-17**

**THIS AGREEMENT (“Agreement”)** is made and entered on this 17th day of **March 2026**, by and between **HIDALGO COUNTY, TEXAS** (“County” or “Owner”), and **GDJ 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** (the “Services”) for projects within **Hidalgo County Precinct No. 2 (the “Precinct”)**;

**WHEREAS**, the County has determined that the services of a professional engineering company 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 pool (**effective from March 26th, 2024 to March 25<sup>th</sup>, 2029**) of qualified professional engineers 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 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: surveying, civil engineering, mechanical/plumbing engineering/electrical engineering and structural engineering. 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, and devote 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 **March 17, 2026**, and will

terminate **March 16, 2027**, 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 data 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 review and 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. The Final Payment shall not be made until the Engineer delivers to the County an affidavit that so far as the Engineer has knowledge or information any and all amounts due for materials and services over which the Engineer has control have been paid.

**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 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 sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the Engineer of any responsibilities under this Agreement. The Engineer, and the 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 State 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 design work performed by the Engineer hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

**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 require of all its sub-consultants connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, Engineer's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Engineer's activities in providing the services to the County. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. Engineer shall furnish to 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 cancellation of all or part of a policy. Engineer shall make any other insurance documentation available to the County 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 writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
Address 100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

CC: Precinct No. 2  
Attn: Precinct No. 2 Commissioner Eduardo “Eddie” Cantu  
Address: 300 W Hall Acres, Suite G  
Pharr, TX 78577

If to Engineer: GDJ Engineering, LLC  
Attention: Robert Macheska, P.E., CM  
Address: 2805 Fountain Plazas Blvd., Suite A  
Edinburg, Texas 78539

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

**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 responsible for 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 required by any authority during the term hereof to provide the required Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and the Engineer shall immediately 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 sufficient number 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 judicial regulation, 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 benefit of 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 written notice 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 Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to 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 successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**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 were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*[Signature page to follow]*

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON March 17, 2026.

Agenda Item No. 102761

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

**FIRM:**  
GDJ Engineering, LLC

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Robert Macheska, P .E., CM

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

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

**ATTEST:**

\_\_\_\_\_  
**XXXXXXXXXX**, Assistant District Attorney

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

**ATTACHMENTS:**

**SUPPLEMENTAL SIGNATURES (if any):**

**EXHIBIT A** -Requirements/County's Request for Qualifications

**EXHIBIT B** - Contract Rates

**EXHIBIT C** - Certificates of Insurance



## **EXHIBIT A**

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# **REQUIREMENTS/COUNTY'S REQUEST FOR QUALIFICATIONS**



# **EXHIBIT B**

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## **CONTRACT RATES**



General Engineering Services / Transportation /  
 Environmental / Planning and Development /  
 Water Resources / Construction

## EXHIBIT B CONTRACT RATES

LABOR CLASSIFICATION	CONTRACT RATE
Senior Project Manager/Principal	\$ 185.00
Project Manager	\$ 160.00
Project Engineer	\$ 138.00
Utility/Environmental Manager	\$ 132.00
Construction Manager	\$ 125.00
Environmental Specialist	\$ 99.00
Engineer-In-Training	\$ 95.00
GIS Operator	\$ 87.00
Engineering Technician	\$ 82.00
Construction Inspector	\$ 82.00
Admin/Clerical	\$ 55.00
DIRECT EXPENSES	COST
Postage	At Cost
Black And White Copies	No Cost
Color Copies	\$0.50 per Page
Fax	No Cost
Overnight Mail - Letter Size	\$15.00 per Each
Overnight Mail - Oversized Box	\$38.00 per Each
Long Distance Charges	No Cost
Mileage	Federal Rate
Travel Expenses (Lodging)	\$90.00 per Night
Travel Expenses (Airfare)	At Cost
Scans To File	No Cost
Recording Fees	At Cost



## **EXHIBIT C**

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**CERTIFICATES OF INSURANCE**