THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Project-Specific
C-26-0204-11-10

THIS AGREEMENT is made and entered into this **10th** day of **November, 2026**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, (hereinafter called the **"County")**, and **B2Z Engineering, LLC**, Professional Engineers, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the County solicited responses to a Request for Proposals (RFP) for: **Professional Engineering Services for Construction Management, Material Testing, and Inspection for the Mile 2 W Rehab from SH 107 to IH-2,"** for the County of Hidalgo (hereinafter referred to as the "Project").

WHEREAS, the Engineer submitted a Proposal in response to the County's solicitation;

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

WHEREAS, the County selected the most highly qualified firm, and the Commissioner's Court of the County approved to negotiate a contract at a fair and reasonable price pursuant to Chapter 2254 Texas Government Code.

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

ARTICLE 1. Employment of Engineer. The County agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the articles to follow and for having rendered such services, the County agrees to pay the Engineer compensation as stated in the articles to follow.

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

2.1 Scope of Work. The **County** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" – S*ervices to be Provided by the County*. The **Engineer** will provide the services deemed necessary for the development of the **Project,** attached hereto and made a part of this agreement in **EXHIBIT "B" –** Services to be Provided by the Engineer.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

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

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

3.1 Termination Date. This Agreement shall terminate on March 10, 2028 or upon completion of the project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **County** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4

herein and 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 **Termination Date.**

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

3.3 Suspension of Work. Should the **County** desire to suspend the work under this Agreement, but not terminate this Agreement, the **County** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **County** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **County** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **County** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **County** and the **Engineer.** If the **County** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the

County prior to the **Termination Date.**

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **County** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **County** may terminate this Agreement 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 this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **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 herein.

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

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **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.

If the **Engineer** defaults in the performance of this Agreement or if the **County** terminates this Agreement 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.

The termination of the Agreement and payment of an amount is 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 Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **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 office 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 the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

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 Schedule,** the **County** shall review the approved **Work Schedule** 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 progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

    (1) Problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or

preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **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.

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

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, or any Work Authorization, the maximum amount payable by the **County** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. 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 of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. 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 "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

A. **Senior Construction Engineer/Manager ~ Construction Manager (PE/PMP) ~ Environmental Specialist ~ Design Engineer ~ Construction Superintendent ~ Construction Record Keeper ~ Laboratory Field Technician ~ Engineering Technician ~ CADD Operator ~ Admin/Clerical:** 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.**

ARTICLE 6. Method of Payment. For and in consideration of the services to be rendered by the engineer, the County shall compensate the Engineer as follows:

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each

Work Authorization, the **Engineer** shall prepare and submit to the **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. The **County** shall make payment to the **Engineer** in the amount approved subject to Article 6.4 herein and 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.**

6.2 Final Payment. After all periodic payments as described above are paid by the County and after final completion of the work 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 Article 6.1 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.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **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.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or

approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

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

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

7.1 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 **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. 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 "D",** attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Engineer's** responsibilities and obligations established in this Agreement.

7.2 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.

7.3 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 **Work Authorizations** must be executed and completed by both the **Engineer** and the **County** within the period established for this Agreement as specified in Article 3 hereof.

7.4 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.

ARTICLE 8. Supplemental Agreements. This agreement or a project specific Work Authorization may be amended as follows:

8.1 If it becomes necessary at any time during the terms of this Agreement or project specific Work Authorization, the agreement may be amended by supplemental agreement if the County determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **County** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"**- ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

8.2 If determined appropriate by the **County,** additional compensation to the **Engineer** for (1), (2), and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.** Any **Supplemental Agreement** must be executed by both the **Engineer** and the **County** prior to the **Termination Date** specified in Article 3 hereof.

8.3 The County retains the right to reject any such amendment proposed by the Engineer. 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 project specific Work Authorization. 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 "D"**, i.e., "Contract Rates." It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **County**. The **County** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **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 supplemental agreement 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 a supplemental agreement. Additional compensation from the **County** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. 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

supplemental agreement.

ARTICLE 10. 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.**

10.1 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.

10.2 Previously Approved or Satisfactorily Completed Work. If the **County** funds 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 Article 9 hereof.

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **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 Article 9 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.**

10.5 Inspection of Work. The County has the right at all reasonable time to inspect or otherwise evaluate the work performed 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.

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **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 under Article 3.4 hereof, 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.

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

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **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.**

ARTICLE 13. 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. 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.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **County.** 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 to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **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.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **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 Article.

16.2 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 Article.

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

performance of this Agreement, or any termination, discharge or cancellation thereof

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

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **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.

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

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **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.

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **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** 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"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **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.

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

practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r 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's of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **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.**

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

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

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **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.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the

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.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **County** has a significant investment is 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 **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **County**, the **County's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") 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 **Enginee**r, 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 there from 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 agent's 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.

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

ARTICLE 21. Insurance. Consistent with its status as an independent contractor and at its sole expense, Engineer agrees that throughout the duration of the work under this contract

and any extension thereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its sub-consultants connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, Engineer's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Engineer's activities in providing the services to the 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. The Engineer shall furnish to the County certificate(s) of insurance and all renewals on an Accord form showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate(s) of Insurance shall be attached hereto and identified as ***Exhibit "G" – Hidalgo County Certificate of Insurance.*** For each applicable policy, the Engineer shall name the County as an additional insured. The 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 Article 3.4 hereto. Additionally, the Engineer covenants and agrees to use its best efforts to

maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Project by the County.

ARTICLE 22. 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, 2nd Floor
Edinburg, Texas 78539

If to Engineer: B2Z Engineering, LLC
Attention: Aisha Gonzalez
Address: 900 S. Stewart Road, Suite 4
Mission, Texas 78572

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

ARTICLE 23. Miscellaneous Provisions.

a. **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, worker's 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.

b. 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.

c. 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 seeking 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 herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

d. 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 corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **County.**

e. **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.

f. **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 thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

g. **Entire Agreement**. This Agreement constitutes the entire Agreement between the **Engineer** and the **County** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **County** or the **Engineer** not set forth herein.

h. Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of 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.

i. **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 a 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.

j. No modification, waiver, termination, discharge or cancellation of this Agreement or of 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.

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

l. 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 the 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. The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **County** or to assume or to create any obligation express or implied on

behalf of the **County** except as specifically authorized in advance by the **County.**

m. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Engineer hereby consent to personal jurisdiction in Hidalgo County, Texas.

n. This Agreement may only be amended by a written document executed by the County and the **Engineer** as provided by Article 8 herein.

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

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

q. 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.

r. 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.

s. 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.

t. 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.

u. 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.

v. 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.

w. 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 Texas Local Government 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 effort 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).

x. **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.

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

z. **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 November 10, 2026.

Agenda Item No. 105102 **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

Robert Vina III, Assistant District Attorney

ATTEST:

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*



EXHIBIT A

SCOPE OF SERVICES

HIDALGO COUNTY

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** for the proposed Mile 2 W Rehab from SH 107 to IH-2 in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project **Engineer**.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this agreement.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.



EXHIBIT B

SCOPE OF SERVICES

ENGINEER

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: 0921-02-565

PROJECT/DESCRIPTION: Inspection, Material Testing, and Construction Management for the Mile 2 W Rehab Project

LENGTH: 9.642 Miles (Approx.)

HIGHWAY: Mile 2 W

LIMITS: From SH 107 to IH 2

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- X Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- ___ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)
- ___ Pedestrian Facility – Hike & Bike Trail

ENGINEER shall mean B2Z Engineering, LLC

STATE shall mean Texas Department of Transportation (TxDOT).

COUNTY shall mean the Hidalgo County.

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION MANAGEMENT SERVICES :

The ENGINEER will provide Construction Engineering, Geotechnical & Construction Material Testing, and Construction Inspection/Record Keeping services for and during the construction of the Project, or portions of the Project, approved by the COUNTY. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Contract Administration:

1) In general, the ENGINEER will provide the management and engineering support in accordance with TxDOT's LGPP Manual required for consultation and advisement to the COUNTY, and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

2) The ENGINEER will coordinate and conduct both a "Pre-Coordination Meeting" and a "Pre-Construction Conference" as required by the LGPP.

3) The ENGINEER will work with the County RPIC to develop and issue a Notice to Proceed (NTP) to the contractor.

4) The ENGINEER will coordinate with the Design Engineer of Record (DEOR) and will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency and take all steps possible to require the Contractor to correct the defect or deficiency.

5) The ENGINEER will review the contractor's EEO Plan and certified payrolls for compliance with the FHWA-1273 and Davis-Bacon requirements throughout the project.

6) The ENGINEER will ensure that all eligible expenditures are appropriately allocated with regards to the Federal Monies identified on the AFA and inform the County RPIC of any potential exposure.

7) The ENGINEER will work with the County RPIC to develop a Certificate of Substantial Completion at the appropriate time.

8) The ENGINEER will develop as built plans identifying any field and change order modifications done during the project. When applicable the ENGINEER will work with the DEOR to prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

9) The ENGINEER will provide the County RPIC a Certification that all work performed on the project met and/or exceeded the project specifications.

Construction Management and Inspection:

Construction Management (During Construction)

1) The ENGINEER will conduct frequent meetings w/ County RPIC & Contractor throughout the construction duration of the project.

2) The ENGINEER will assist the County RPIC with the implementation of the adopted Quality Assurance Program (QAP)

3) The ENGINEER will conduct team field visits with the County RPIC, Design Engineer, TxDOT, Cities, and FHWA representatives throughout duration of the project (Estimated at 14 months)

4) The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the County RPIC for the preparation of the monthly and final estimates for payment to the Contractor.

5) The ENGINEER will review and process the Contractor's pay applications, including verification of material on hand (MOH) invoices.

6) The ENGINEER will coordinate with the DEOR to obtain concurrence on any suggestions or RFI's made by the contractor to modify the plans and/or contract documents.

7) The ENGINEER coordinate with County RPIC, Design Engineer, TxDOT/FHWA Representatives, and City of Edcouch and City of Mercedes Personnel to participate in all Project Related Stakeholder Meetings, Construction Status Meetings, and Final Inspection

8) The ENGINEER will coordinate with the DEOR and TxDOT to obtain approval on any and all Change Orders.

9) The ENGINEER will confirm TxDOT/FHWA Participation & Eligibility on Change Orders as well as Time Extensions prior to executing them for the project.

Construction Inspection

1) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) The ENGINEER will provide visits by a Senior Construction Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) The ENGINEER will provide a Construction Manager to coordinate with the public and adjacent property owners on construction inconveniences.

   c) The ENGINEER will furnish the services of a Construction Superintendent and/or Construction Inspector(s) for full-time on-site inspection services.

      a. The ENGINEER will provide construction oversight to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

      b. The ENGINEER will provide an Environmental Specialist to inspect SW3P BMP's, as well as compliance w/ the requirements of the EPIC sheets.

      c. The ENGINEER will maintain job safety measures and implement OSHA requirements including day/night inspection of barricades

      d. The ENGINEER will develop and oversee completion of a "Project Punch List" with the County RPIC & Contractor's Representative.

Construction Management (Post Construction)

1) The ENGINEER will prepare a Final Estimate for Project Close-Out & Release Retainage.
2) The ENGINEER will provide all Close-Out Documents to County RPIC.
3) The ENGINEER will coordinate "Final Acceptance" of the project.

Miscellaneous Technical Activities:

1) The ENGINEER will coordinate with the Design Engineer of Record to review and check all shop or working drawings furnished by the Contractor.

2) The ENGINEER will track any utility adjustments encountered during construction and develop as built drawings to depict the location of the utility and the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

3) The ENGINEER will provide Monthly Reports/Presentations to Hidalgo County Commissioners Court and the Rio Grande Valley MPO (as requested)

4) The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule of Sampling and Testing (current edition). The construction material testing includes, but is not limited to the following:

a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
b) Field density testing of soils and base materials, including cement-treated base, to ensure proper compaction as required by project plans and specifications.
c) Sampling and laboratory testing of cement, prime coat, and seal coat (surface treatment) asphalt and aggregate materials to determine compliance with project plans and specifications.
d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
f) The ENGINEER will be responsible for the asphalt testing at the plant to insure delivery of acceptable material to the job site.
g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
h) Providing accurate and timely reports to the COUNTY RPIC and all/other recipients as designated by the COUNTY RPIC.
i) The ENGINEER will verify the cement treatment and asphalt mix designs developed by the contractor to assure they are in accordance with TxDOT specifications.

EXHIBIT C

WORK SCHEDULE

EXHIBIT "C"
WORK SCHEDULE

PROJECT: Mile 2 W Rehab Project, CSJ 0921-02-565
LIMITS: From SH 107 to IH 2 (9.642 Miles)
COUNTY: Hidalgo County, Precinct No. 1
SERVICES: Construction Phase Services (Function Code 320)

The ENGINEER's work schedule for Construction Phase Services will mirror the Contractor's approved construction schedule. The ENGINEER will begin services upon execution of Work Authorization No. 1 and will continue through final acceptance and close-out of the Project.

The construction contract provides 280 working days on a standard workweek. The estimated durations of the ENGINEER's services are as follows:

Phase	**Duration**	**Basis / Activities**
1. Pre-Construction	Approx. 1 month prior to the Contractor's Notice to Proceed	Review of plans and contract documents; Pre-Coordination Meeting and Pre-Construction Conference per the LGPP; coordination with the County RPIC to issue the Contractor's Notice to Proceed.
2. Construction Phase Services	280 Working Days, Standard Workweek (approx. 14 months), per the Contractor's approved schedule	Construction management, inspection, record keeping, and materials testing for all phases of the Contractor's Sequence of Construction, including Phase Z (IH 2 to Mile 8 N Rd.), which is limited to the summer school break.
3. Post-Construction / Close-Out	Approx. 1 to 2 months after substantial completion	Project punch list, final estimate and release of retainage, close-out documents, as-built plans, materials certification, and final acceptance.
Total Estimated Duration	**Approx. 16 months**	**From execution of Work Authorization No. 1 through final acceptance.**

The ENGINEER will review the Contractor's baseline schedule and monthly schedule updates and will keep the COUNTY RPIC informed of the Project's progress relative to the contract time.

Should the construction contract time be extended through approved time extensions, suspensions, or change orders, the ENGINEER's schedule will be adjusted accordingly, and any associated change in the ENGINEER's level of effort will be addressed through a Supplemental Agreement in accordance with Exhibit F.

EXHIBIT D

CONTRACT RATES

EXHIBIT “D”

B2Z ENGINEERING

Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2026	Contract Rate FY 2027†	Contract Rate FY 2028†
Senior Project Manager / Principal	$ 75.00	$ 254.87	$ 262.51	$ 270.39
Project Manager / QC/QA Manager	$ 68.00	$ 231.08	$ 238.01	$ 245.15
Senior Construction Engineer / Manager	$ 62.00	$ 210.69	$ 217.01	$ 223.52
Geotechnical Engineer	$ 60.00	$ 203.90	$ 210.01	$ 216.31
Construction Manager / PMP	$ 60.00	$ 203.90	$ 210.01	$ 216.31
Construction Superintendent	$ 52.00	$ 176.71	$ 182.01	$ 187.47
Site Safety and Health Officer (SSHO)	$ 49.00	$ 166.51	$ 171.51	$ 176.65
Project Engineer (10+ Years Exp.)	$ 45.00	$ 152.92	$ 157.51	$ 162.23
Engineering Lab Manager	$ 43.00	$ 146.12	$ 150.51	$ 155.02
Design Engineer (5~10 Years Exp.)	$ 40.00	$ 135.93	$ 140.01	$ 144.21
GIS / Senior Engineering Tech	$ 38.00	$ 129.13	$ 133.01	$ 137.00
Environmental Specialist	$ 37.00	$ 125.74	$ 129.51	$ 133.39
Construction Inspector	$ 32.00	$ 108.74	$ 112.01	$ 115.37
EIT	$ 31.00	$ 105.35	$ 108.51	$ 111.76
Construction Record Keeper	$ 30.00	$ 101.95	$ 105.01	$ 108.16
Unmanned Aircraft System (UAS) Pilot	$ 29.50	$ 100.25	$ 103.26	$ 106.35
Laboratory / Field Technician	$ 29.00	$ 98.55	$ 101.51	$ 104.55
Engineer Tech	$ 28.00	$ 95.15	$ 98.01	$ 100.95
CADD Operator	$ 26.50	$ 90.05	$ 92.76	$ 95.54
Admin/Clerical	$ 23.00	$ 78.16	$ 80.50	$ 82.92

Overhead Rate*: 195.50%
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	$110/night
Meals	$68/day
Mileage	$0.76/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 2025 Approved Audited Overhead Rate.
† = 3% Escalation Rate added to future fiscal years.

EXHIBIT E

WORK AUTHORIZATION FORM

EXHIBIT "E"
HIDALGO COUNTY
Professional Engineering Services
Agreement C-26-0204-11-10
Work Authorization Form

WORK AUTHORIZATION NO. X

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Professional Engineering Services Agreement No. **C-26-0204-11-10** incorporated herein by reference, for the Professional Engineering Services for _____ for the _____ made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "**County**," and hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide _____
_____
The **Engineer** is to provide the Services as required by the Agreement with County.

The scope of services to be provided by the **Engineer** is identified in **Attachment "A" – Scope of Services to be provided by Engineer** attached hereto and incorporated by reference.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.
This amount is based upon the costs outlined in the **Attachment "B" –Fee Proposal** attached hereto and incorporated by reference.

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the **Professional Engineering Services** Agreement No. **C-26-0204-11-10** between the **County** and the **Engineer**.

PART 4. FUNDING
This Work Authorization No. X shall be funded through funding source:
Account No. _____

Requisition Number: _____**(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of the Work Authorization, within the limits of Agreement No. C-26-0204-11-10, provided in this Work Authorization; or on (_____DATE_____)**. ***If applicable***: Engineer shall conform to the approved "Work/Project Schedule", attached hereto and incorporated by reference herein as **Attachment "C"**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement No. C-26-0204-11-10** .

PART 7. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court, and hereby executed and effective as of the date indicated below.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON _____

Agenda Item No. _____ **Executive Office:** _____

ENGINEER:
B2Z ENGINEERING, LLC

_____
Aisha Gonzalez, President

COUNTY:
COUNTY OF HIDALGO

_____
Hon. Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS:
Attachment "A" – Scope of Services to be provided by Engineer
Attachment "B" - Fee Proposal
Attachment "C" - "Work/Project Schedule" If applicable

EXHIBIT F

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. __
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-26-0204-11-10

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of the project specific Professional Engineering Services Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**County**", and **B2Z Engineering, LLC**, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **County** and the **Engineer** executed the **Agreement** on the 11th day of November, 2026 concerning engineering for the Mile 2 W Rehab from (SH 107 to IH-2) (hereinafter referred to as the "**Project**"); and,

WHEREAS, on the 11th day of November, 2026, County authorized a Project Specific Work Authorization for the Mile 2 W Rehab from SH 107 to IH-2 and,

WHEREAS, it has become necessary to amend the Agreement to

_____
_____

A. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants provided below, the County and the Engineer agree that said Agreement is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the County have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2026.

THE ENGINEER:
B2Z ENGINEERING, LLC

BY: _____

THE COUNTY:
HIDALGO COUNTY

BY: _____
Richard Cortez, County Judge

LIST OF ATTACHMENTS
(as required)

EXHIBIT G

CERTIFICATE OF INSURANCE