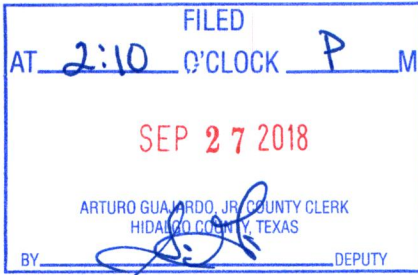


THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §



**PROFESSIONAL SERVICES AGREEMENT**  
**C-18-221-08-28**

**THIS AGREEMENT** is made effective the 28<sup>th</sup>, day of August, 2018 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and Terracon Consultants, Inc., a Delaware Corporation Company (“Engineer”).

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing On-Call Geotechnical and Construction Materials Testing Services (the “Services”) for projects within **Hidalgo County Precinct No. 2**;

**WHEREAS**, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications (SOQ’s) from professional engineers to assist the County by providing the Services;

**WHEREAS**, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for “Professional Engineering Services-Construction Materials & Geo Technical Testing”, and;

**WHEREAS**, from which the “Professional Engineer” has been selected from the “Pool” of pre-qualified engineering firms from the responses to such Request for Qualifications (RFQ), and;

**WHEREAS**, the County has selected the Engineer to provide the Services within Hidalgo County Precinct No.2, in accordance to **Exhibit “A-1”** Request for Qualifications (RFQ) Procurement Packet.

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

**1. Scope of Services.** The County will provide to Engineer the services described in **Exhibit “A”** attached hereto and entitled “Services to be performed by County.” Engineer agrees to provide to County with the work described in **Exhibit “B”**, “Services to be Performed by the Engineer.”

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

**3. Term.** This Agreement is for a period of 1 year, effective August 28, 2018 and will terminate August 27, 2019 or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization” particularly described in **Exhibit “D.”**

**4. Compensation and Work Authorizations.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization, a form of the Work Authorization, is attached hereto as Exhibit D, unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

**5. 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.

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in **Exhibit "E"** within the agreement. 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 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. 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 "C,"** "Engineer Contract Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**7. Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. 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. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**9. Suspension of Work.** Should 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 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 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 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.

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

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.

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.

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

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

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:

- a. problems, delays, 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 Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**11. 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.

**12. Subcontracting and Assignment.** The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

**13. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

**14. Insurance.** Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**15. 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 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.

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

**17. 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 the legal requirements and only during the time such conflict exists.

**18. Termination by County.** If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

**19. 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.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this 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.

**21. 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 parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**22. Hold Harmless.** In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive

this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

**24. 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 theretofore specified by written notice delivered in accordance herewith:

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

If to Engineer:                  Terracon Consultants, Inc.  
   Attn: Jorge A. Flores, P.G./Principal/Office Manager  
   1506 Mid Cities Drive  
   Pharr, Texas 78577

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

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

**26. 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.

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

**28. 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 obligations of County and Engineer in accordance with its terms.

**29. Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

**30. 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 Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**31. 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.

**EXECUTED** as of the day and year first written above.

**COUNTY:**  
**COUNTY OF HIDALGO, TEXAS**

By: Ramon Garcia  
Ramon Garcia, County Judge

**ENGINEER:**  
**TERRACON CONSULTANTS, INC.**


By: JAG

Printed Name Jorge A. Flores

Title: Principal

**ATTEST:**

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 8/28/18 JAG

**APPROVED AS TO FORM:**  
**ATLAS, HALL & RODRIGUEZ, LLP**

By: [Signature]

**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** -Engineer's Contract Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

# **EXHIBIT “A-1”**

# **REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET**

# **EXHIBIT “A”**

## **SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY**

## **EXHIBIT “A”**

### Services to be provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

#### **General:**

The Owner will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this 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 projects.
- 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 “A” attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

# **EXHIBIT “B”**

## **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

# Exhibit "B"

## Services to be Provided by Engineer

The services to be provided by the ENGINEER in providing On-Call Geotechnical and Construction Materials Testing Services for Hidalgo County Precinct 2 Projects, are as follows:

### A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

### B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

### C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Engineer.

- 4) Review all material designs as requested by the OWNER and/or project design Engineer.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

**D. Miscellaneous/Other:**

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Engineer.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

**NOTE:** Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

# **EXHIBIT “C”**

## **ENGINEER’S CONTRACT RATES**



**2018 TERRACON SCHEDULE OF FEES  
FOR  
ENVIRONMENTAL CONSULTING SERVICES, GEOTECHNICAL  
ENGINEERING CONSULTING SERVICES, AND CONSTRUCTION  
MATERIAL ENGINEERING AND TESTING CONSULTING SERVICES**

**ENVIRONMENTAL CONSULTING SERVICES**

**Hourly Fees for Personnel**

<b>Personnel:</b>	<b>Rate/Hour</b>
Senior Principal/Program Manager.....	\$175.00
Principal .....	\$160.00
Senior Project Manager.....	\$150.00
Project Manager.....	\$135.00
Project Environmental Professional IV .....	\$135.00
Project Environmental Professional III.....	\$120.00
Project Environmental Professional II.....	\$110.00
Project Environmental Professional I.....	\$95.00
Environmental Technician II .....	\$85.00
Environmental Technician I .....	\$70.00
Draftsperson/CAD Operator II .....	\$70.00
Draftsperson/CAD Operator I .....	\$60.00
Administrative Assistant .....	\$60.00
Word Processor .....	\$50.00
Clerical.....	\$45.00

**Reimbursable Expenses**

Reimbursable Cost.....	Cost Plus 15%
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**Travel Expenses**

Airfare/Car Rental .....	Cost Plus 15%
Field Vehicle, per day.....	\$70.00
Vehicle Mileage, per mile .....	\$0.585
Per Diem (food and lodging).....	\$135.00
Document Delivery/Overnight (per package).....	\$25.00

**Field Equipment**

Disposable Bailer (each) .....	\$10.00
PID Meter (per day).....	\$110.00
Water Level Indicator (per day) .....	\$35.00
pH/Conductivity/Temperature Meter (per day).....	\$35.00
Interface Probe (per day) .....	\$85.00
Survey Equipment (Autolevel and Rod – per day).....	\$100.00
Submersible Purge Pump (per day) .....	\$35.00
Peristaltic Pump (per day) .....	\$ 60.00
Low-Flow Bladder Pump (per day) .....	\$ 100.00
Flow-Through Cell (per day).....	\$ 100.00

Sample Kit (per day).....	\$ 35.00
Handheld GPS Instrumentation (per day).....	\$ 45.00
Trimble Pro XRS Pathfinder Backpack GPS (per day) .....	\$ 165.00
20' Ladder (per day).....	\$ 20.00
Low Flow Air Pump (per day) .....	\$ 35.00
High Flow Air Pump (per day) .....	\$ 50.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day) .....	\$ 50.00
Hand Auger (per day).....	\$ 25.00
All-Terrain Vehicle (per day).....	\$ 200.00

**Special Services**

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

**ASBESTOS CONSULTING SERVICES**

**I. Asbestos Survey and Abatement Specifications**

i. Asbestos Consultant	\$ 100.00 / hr.
ii. Asbestos Inspector	\$ 80.00 / hr.
iii. PLM Bulk Sample Analysis	\$ 15.00 / ea.
iv. AAS Lead Paint Sample Analysis	\$ 15.00 / ea.
v. Word Processing	\$ 50.00 / hr.
vi. CAD Draftsman	\$ 55.00 / hr.

**II. Asbestos Project Management**

i. Asbestos Consultant	\$ 100.00 / hr.
ii. Asbestos Project Manager	\$ 80.00 / hr.
iii. Asbestos Air Monitor	\$ 65.00 / hr.
1. (Includes up to 10 PCM Samples per day)	
iv. PCM Air Sample Analysis (Beyond 10 per day)	\$ 10.00 / ea.
v. TEM Air Sample Analysis (24 Hr. Turnaround)	\$ 75.00 / ea.

**III. Travel Expenses**

- a. Reimbursable Expenses are charged at cost plus 15%.

Vehicle Charge, per day .....	\$ 60.00
Mileage (per mile).....	\$ 0.58
Air Fare.....	cost +15%

Per Diem .....	\$ 125.00
Document Delivery/Overnight (per standard package).....	\$ 20.00

**INDOOR AIR QUALITY**

**I. GENERAL IAQ CONSULTING: LABOR FEES**

Expert Witness.....	\$ 250.00
Senior Principal.....	\$ 175.00
Department Manager, Indoor Air Quality.....	\$ 160.00
Principal.....	\$ 160.00
Senior Environmental Scientist .....	\$135.00
Senior Project Manager .....	\$110.00
Project Manager .....	\$110.00
Texas Licensed Mold Assessment Consultant.....	\$ 105.00
Texas Licensed Mold Assessment Technician.....	\$ 85.00
Administrative Assistant.....	\$ 60.00
Draftsperson/CAD Operator.....	\$ 60.00
Word Processor .....	\$ 50.00
Clerical .....	\$ 45.00

**II. ANALYSIS, BIOLOGICAL**

<u>Analysis</u>	<u>Media</u>	<u>Method</u>	
Fungal Identification	Tape/Bulk	Microscopy	\$ 35.00*
Total Bioaerosol (air)	Allergenco/AOC	Microscopy	\$ 35.00*
Viable Bioaerosol (air)	Malt/Viable	Culture/Microscopy	\$ 55.00*
Bacterial Identification	TSA/Viable	Culture/Biolog	\$ 105.00*
Sewage Indicating Bacteria	Swab	Culture/Biolog	\$ 125.00*
Legionella	Water	Viable/DFA	\$ 155.00*

\* TDSHS Licensed Laboratory and/or AIHA EMLAP Laboratory with a Standard Turnaround

**III. ANALYSIS, CHEMICAL**

<u>Analyte</u>	<u>Media</u>	<u>Method</u>	
Total VOC	OVM or sorbent tube	GC/FID	\$ 80.00
Specific VOC	OVM or sorbent tube	GC/FID	\$ 125.00
Multiple VOC	Tenax/Silica/Suma	GC/MS	\$ 325.00
Formaldehyde	OVM (3721 or DNPH)	HPLC/GC	\$ 80.00
BTEX	OVM or sorbent tube	GC/FID	\$ 75.00

**IV. FIELD EQUIPMENT**

<u>Analyte/Instrument</u>	<u>Method</u>	
CO <sub>2</sub> , CO, Temp, Humidity	Direct Read	Included*
Moisture	Direct Read	Included*
Photo-documentation	Digital	Included*
Airborne Particulate	Direct Read	Included*
Micromanometer	Direct Read	Included*
Infrared Camera	Thermography	\$ 250.00

\*These analytical measurements included in a standard IAQ investigations/evaluations.

**V. TRAVEL EXPENSES**

Reimbursable Expenses are charged at cost plus 15%.

Vehicle Charge, per day .....	\$ 60.00
Mileage (per mile) .....	\$ 0.58
Air Fare .....	cost 15%
Per Diem .....	\$ 125.00
Document Delivery/Overnight (per standard package).....	\$ 20.00

**GEOTECHNICAL ENGINEERING CONSULTING SERVICES**

**Engineering and Support Staff**

Project Secretary .....	\$45.00
CADD Technician .....	\$45.00
Administrative Secretary .....	\$45.00
Engineering Technician .....	\$45.00
Senior Engineering Technician .....	\$55.00
Laboratory/Field Supervisor .....	\$75.00
Graduate Engineer/Geologist/Scientist.....	\$85.00
CME Project Manager .....	\$90.00
Project Engineer/Geologist/Scientist .....	\$110.00
Project Manager, Senior Engineer/Scientist/Geologist .....	\$135.00
Manager .....	\$160.00
In-House Consultant, Principal Engineer .....	\$175.00

Overtime rates of 1.5 times the standard hourly rate will be applicable for all hours worked before 7:00 am, after 5:00 pm, or over eight (8) hours per day, Monday through Friday. For all hours worked on Saturdays, Sundays, and holidays there will be a three (3) hour minimum charge.

**Special Services**

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

**General Information**

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

- Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses.
- Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.
- Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

### Geotechnical Field Services

#### **Drilling and Sampling Operations**

Soil Borings, 3 in. thin-wall tube sample or  
2 inch split barrel sampler, sample at  
5-foot intervals (continuous 0-10 ft.)

.0 to 50 ft., per linear foot .....	\$10.50
.51 to 100 ft., per linear foot.....	\$12.00
Over 100 ft. ....	On request
Casing installation/removal, per linear foot .....	\$9.00
Wash or auger boring, per linear foot .....	\$10.50
Rock coring, soft formation, per linear foot .....	\$26.50
Rock coring, hard formation, per linear foot* .....	\$32.00

#### Core bit wear per linear foot

Soft formation.....	\$1.00
Hard formation* .....	\$3.00
Inaccessible borings requiring all-terrain drilling vehicles, additional charge, per linear foot.....	\$4.00
Special sampling techniques (piston samples, etc.).....	On Request

#### Standpipe/Observation well installation

(excludes material), per hour .....	\$180.00
Hourly Drilling Rate, 3-man crew, per hour .....	\$225.00
Rig Standby, per hour .....	\$225.00
Damaged tube samplers, each.....	\$35.00
Grouting of Test Borings (Maximum 6" nominal dia. hole, excludes materials), per hour....	\$180.00

\* For very hard rock formations such as granite, or unusual conditions such as karstic limestone, prices will be quoted upon request.

#### **Mobilization, Travel Expenses and Site Access**

Mobilization, Drill Crew .....	\$300.00
Mobilization, all-terrain vehicle .....	\$600.00
Drayage, permits for equipment .....	Cost+15%
Rental of special equipment for site access, etc. ....	Cost+15%

#### **Resistivity Surveys**

Graduate Geologist/Engineer .....	\$85.00
Project Geologist/Engineer, per hour.....	\$95.00
Resistivity Equipment, per day .....	\$225.00
Other Sampling Techniques & Services not Shown .....	On request

#### **Notes**

Right of entry to exploration sites must be provided by the client unless other arrangements are made in advance. Site restoration, as required by the client and due to no fault of Terracon will be billed at cost plus 15 percent.

### Geotechnical Laboratory Testing Services

(The price for tests in this section are based on a per sample or per test basis.)

**Strength and Volume Change Tests**

Unconfined Compression Tests

Soil.....	\$50.00
Rock.....	\$55.00
Vane Shear Test .....	\$35.00
Pocket Penetrometer.....	\$7.00

Triaxial Tests

Unconsolidated-Undrained .....	\$90.00
Consolidated-Undrained w/Pore Pressure Measurements (per stage) .....	\$250.00
Consolidated-Undrained Cyclic Loading .....	\$450.00
Consolidated-Drained (Sands and Silts).....	\$450.00

Direct Shear Tests

Unconsolidated-Undrained .....	\$150.00
Consolidated-Undrained (per stage).....	\$250.00
Consolidated-Drained (per stage).....	\$325.00
Consolidated-Drained, Residual Strength (per stage).....	\$450.00

Swell-Pressure Tests

Single load .....	\$165.00
Multiple load increments.....	\$225.00
Consolidation Tests, max 7 loadings .....	\$500.00
Additional load increments .....	\$65.00

**Classification Tests**

Liquid and Plastic Limits

Single Point Test .....	\$75.00
Three-Point Test .....	\$95.00

Particle Size Analysis

Sieve Analysis through No. 200 Sieve.....	\$100.00
Percent Finer than No. 200 Sieve (Washed) .....	\$55.00
Hydrometer (Includes No. 200 Sieve).....	\$265.00

**Other Tests and Miscellaneous Items**

Water Content .....	\$9.50
Density of Undisturbed Samples Soil .....	\$30.00
Rock.....	\$40.00
Specific Gravity .....	\$45.00
Organic Content.....	\$40.00

Permeability

Flexible wall test-triaxial cell .....	\$350.00
Falling Head.....	\$125.00

Moisture-Density Relationship, Standard or Modified

Soil (4" and 6" Mold).....	\$225.00
Soil with Gravel, Base Materials (6" Mold).....	\$275.00
Soil, Base Material with Chemical Admixtures (6" Mold).....	\$325.00
Lime modification optimum (using pH) .....	\$125.00
Soil-lime mixture design (using plasticity index).....	\$300.00

Laboratory CBR Tests

(Excludes Moisture-Density Relationship) .....	\$500.00
Shipment of Samples to Laboratory .....	Cost + 15%

**Notes:**

- All tests not listed can be performed at either a quoted price or on an hourly basis.
  
- Rush test assignments requiring unscheduled overtime in the laboratory are subject to a 50 percent surcharge for a 3 day turn-around.
  
- Technician time for sample preparation will be \$38.00 per hour in addition to test charges. Special data presentation such as plotting stress-strain curves will be charged at the hourly rate of \$65.00 in addition to the test charges.
  
- Photograph of sample is \$8.00 for first copy, and \$4.00 for every additional photograph.

**CONSTRUCTION MATERIALS ENGINEERING AND TESTING CONSULTING SERVICES**

**Construction Materials Testing and Inspection Field Services**

Pick-up concrete test specimens or sampling materials, per hour .....	\$45.00
Vehicle Trip Charge (per trip), as applicable.....	\$30.00
Vehicle Mileage (per mile), as applicable .....	\$00.50
Field molding of concrete cylinders, slump, air content, and temperature measurements, per hour.....	\$45.00
Concrete field monitoring & molding of cylinders, slump, air content, unit weight, & temperature measurements, per hour .....	\$45.00
Concrete and asphalt, plant inspection, per hour.....	\$55.00
Concrete or asphalt coring, per hour .....	\$55.00
plus bit wear (length times diameter), per inch diameter .....	\$3.00
plus generator, per day .....	\$150.00
plus core rig and equipment, per day .....	\$150.00
plus patching of holes, each.....	\$44.00
 <u>Windsor probe or Swiss hammer testing</u>	
Senior engineering technician, per hour .....	\$55.00
Graduate engineer, per hour .....	\$85.00
Project engineer, per hour .....	\$95.00
plus Windsor probe or Swiss hammer, day.....	\$90.00
plus Windsor probe shots .....	Cost + 15%
In-place nuclear moisture-density testing, per hour .....	\$45.00
 <u>Full Time Earthwork Monitoring</u>	
Engineering technician, per hour .....	\$45.00
Senior engineering technician, per hour .....	\$55.00
plus nuclear gauge, per day .....	\$35.00
Field soil stabilization (lime or cement) monitoring, per hour .....	\$45.00
plus nuclear gauge, per day .....	\$35.00
Foundation installation monitoring, per hour .....	\$55.00
 <u>Roofing installation monitoring</u>	
Per Roofing Consultant Contract Fees	
 <u>Visual welding inspection and welder performance qualifications</u>	
Certified welding inspector, per hour .....	\$95.00
NDE technician, per hour .....	\$Cost + 15%
Reinforcing steel inspection, per hour, .....	\$45.00
Radiographic examination:	
NDE technician, per hour .....	Cost + 15%
plus equipment, per day .....	Cost + 15%
plus film and supplies .....	Cost + 15%
 <u>Ultrasonic, magnetic particle &amp; liquid penetrant examination</u>	
NDE technician, per hour .....	Cost + 15%
plus equipment, per day .....	Cost + 15%
plus supplies.....	Cost + 15%

**Construction Materials Laboratory Testing Services**

Particle size analysis

Sieve analysis through 200 sieve:

Dry, each .....	\$85.00
Washed, each .....	\$110.00

Percent finer than 200 sieve:

(washed, soil only), each .....	\$55.00
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Hydrometer analysis (includes 200 sieve), each .....	\$265.00
Specific gravity and absorption (aggregate), each .....	\$80.00
Dry-rodded weight, each .....	\$35.00
Decantation, each .....	\$35.00
Organic impurities test on fine aggregate, each .....	\$35.00
Los Angeles abrasion (excludes preparation), each .....	\$350.00
Testing of each aggregate type for concrete mix design or verification (includes gradation, fineness modulus, absorption, specific gravity, dry-rodded weight, and decantation), each .....	\$350.00
Concrete mix verification, each .....	\$350.00
Additional verifications with same aggregates, each .....	\$125.00

Concrete mix design

Regular aggregate, each .....	\$1,100.00
Lightweight aggregate, each .....	\$1,250.00
Additional mixes with same aggregates, each .....	\$400.00

Compression testing of concrete cylinders

Made during field monitoring (includes reserves not tested), each .....	\$14.50
FOB laboratory (signed hand written report, minimum of 4 cylinders), each .....	\$20.00
FOB laboratory (signed typed report, minimum of 4 cylinders), each .....	\$28.00
Flexural testing of concrete beams, each .....	\$40.00

Moisture-density relationship, Standard or modified Proctor

Soil (4" and 6" mold), each .....	\$225.00
Soil with gravel, base materials (6" mold), each .....	\$275.00
Soil, base material with chemical admixtures (6" mold), each .....	\$325.00
Relative density (maximum and minimum), each .....	\$225.00
Density of undisturbed soil samples, each .....	\$11.50
Laboratory CBR tests (excludes moisture-density Relationship), each .....	\$150.00
Texas triaxial series, each set .....	\$1,500.00

Testing of bituminous materials

Mixing and molding of specimens (set of 3) .....	\$175.00
Molding specimens only (set of 3) .....	\$175.00
Specific gravity (set of 3) .....	\$110.00
Stability (set of 3) .....	\$110.00
Extraction/Gradation .....	\$175.00
Maximum theoretical specific gravity .....	\$110.00
Preparation of samples/materials will be charged for all laboratory tests when applicable at (per hour) .....	\$55.00

**Reimbursable Expenses**

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited to the following:

*Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.*

**Note**

A three (3) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

The following assumptions were used in preparing our fee schedule:

- We have assumed that contractors on the site will work a single shift, five day week schedule;
- The contractor will schedule testing services with 24 hours notice (7:30 AM to 5:00 PM, Monday through Friday) unless the service is on a full time basis;
- Invoices for the project will be submitted on a monthly basis;
- Full time masonry inspections as specified in the plans,
- Services provided on Saturday, Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (7:00 AM to 5:00 PM, Monday through Friday) will be invoiced at 1.50 times the applicable rate.

# **EXHIBIT “D”**

# **WORK AUTHORIZATION FORM**



**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 scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 2 Commissioner Eduardo Cantu, as to content and detail of this Work Authorization No. \_\_\_.

**HIDALGO COUNTY**

**COMMISSIONER PRECINCT No. \_\_:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ (DATE) as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**THE ENGINEER:**  
TERRACON CONSULTANTS, INC.

**THE OWNER:**  
HIDALGO COUNTY

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

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

# **EXHIBIT “E”**

# **SUPPLEMENTAL AGREEMENT FORM**



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

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:**

**BY:** \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_

Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

**EXHIBIT “F”**

**CERTIFICATES OF  
INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

8/24/2018

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

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

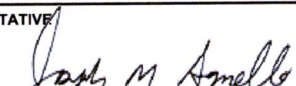
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
<b>INSURED</b> 1312893 TERRACON CONSULTANTS, INC. 1506 MID-CITIES DRIVE PHARR TX 78577															

**COVERAGES** TERCO01      **CERTIFICATE NUMBER:** 14047707      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB131J374218 (AOS) TRKUB131J384618 (AZ,MA,WI) TC2JUB131J374218 (CA)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>PROFESSIONAL LIABILITY</b>	N	N	26030216	1/1/2018	1/1/2019	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 RE: RFQ NO. RFQ #2017-007-02-01-FAZ. PROFESSIONAL SERVICES AGREEMENT C-18-221-08-28. HIDALGO COUNTY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b> <b>14047707</b> HIDALGO COUNTY PURCHASING DEPARTMENT ADMINISTRATION BUILDING 2812 S. BUSINESS HWY. 281 EDINBURG TX 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Terracon Consultants, Inc.  
Pharr, TX United States

Certificate Number:  
2018-396288

Date Filed:  
08/24/2018

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County Precinct No. 2

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-18-221-08-28  
On-call geotechnical and construction materials testing services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gaboury, David	Austin, TX United States	X	
	Anderson, Tim	Tempe, AZ United States	X	
	Najm, Jamal	Lawrenceville, GA United States	X	
	Cozart, George	Austin, TX United States	X	
	Vrana, Donald	Olathe, KS United States	X	
	Pavlicek, Robert	Raleigh, NC United States	X	
	Covert, Michael	Olathe, KS United States	X	
	Cobb, Harold	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

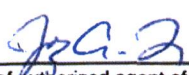
### 6 UNSWORN DECLARATION

My name is Jorge A. Flores, P.G., and my date of birth is 10/20/1972.

My address is 1506 Mid Cities Drive, Pharr, TX, 78577, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 24th day of August, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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C-18-221-08-28  
On-call geotechnical and construction materials testing services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gaboury, David	Austin, TX United States	X	
	Anderson, Tim	Tempe, AZ United States	X	
	Najm, Jamal	Lawrenceville, GA United States	X	
	Cozart, George	Austin, TX United States	X	
	Vrana, Donald	Olathe, KS United States	X	
	Pavlicek, Robert	Raleigh, NC United States	X	
	Covert, Michael	Olathe, KS United States	X	
	Cobb, Harold	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**AI-66348**

**Purchasing Department 27. D. 1.**

**CC - REGULAR**

**Prct. 2**

**Meeting Date:** 08/28/2018

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) for the provisions of: (on call) Geo-Technical / Construction Material Testing Services with Terracon Consultants for projects located in Precinct No. 2, [as approved for negotiations on CC 8/14/18 ].

**BACKGROUND**

**Fiscal Impact**

**CALENDAR YEAR:** 2018

**ACCT. #:** 8-1200-431-00-122-006-0-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will be identified upon issuance of Work Authorization.

**Attachments**

Form 1295

CONTRACT

LEGAL

backup

fees

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing - Internal	Marty Salazar	08/24/2018 04:03 PM
Budget & Management	Veronica Ortiz	08/24/2018 04:04 PM
Final Approval	Monica Salinas	08/24/2018 06:05 PM
Form Started By: Rocio Villarreal		Started On: 08/24/2018 11:10 AM
Final Approval Date: 08/24/2018		

**Zimbra****rocio.villarreal@co.hidalgo.tx.us**

---

**Fwd: Pct 2 On Call Geotechnical/CMT Contract**

---

**From :** erika zamora <[erika.zamora@co.hidalgo.tx.us](mailto:erika.zamora@co.hidalgo.tx.us)>

Fri, Aug 24, 2018 02:07 PM

**Subject :** Fwd: Pct 2 On Call Geotechnical/CMT Contract**To :** rocio villarreal <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)>

Here is legal approval.  
Sent from my iPhone

Begin forwarded message:

**From:** "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Date:** August 24, 2018 at 1:48:16 PM CDT  
**To:** "erika zamora" <[erika.zamora@co.hidalgo.tx.us](mailto:erika.zamora@co.hidalgo.tx.us)>  
**Subject:** RE: Pct 2 On Call Geotechnical/CMT Contract

With the exhibits you sent me the contract is OK.

**From:** erika zamora <[erika.zamora@co.hidalgo.tx.us](mailto:erika.zamora@co.hidalgo.tx.us)>  
**Sent:** Friday, August 24, 2018 7:50 AM  
**To:** Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Subject:** Re: Pct 2 On Call Geotechnical/CMT Contract

Terracon will be submitting those today. I wanted to give you a head start on reviewing the rest of the agreement.

Respectfully,  
Erika Zamora

Sent from my iPhone

On Aug 24, 2018, at 7:42 AM, Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)> wrote:

Exhibit C and F are not attached.

**From:** erika zamora <[erika.zamora@co.hidalgo.tx.us](mailto:erika.zamora@co.hidalgo.tx.us)>  
**Sent:** Thursday, August 23, 2018 5:28 PM  
**To:** Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Cc:** mntrevino <[mntrevino@atlashall.com](mailto:mntrevino@atlashall.com)>; armando garzajr <[armando.garzajr@co.hidalgo.tx.us](mailto:armando.garzajr@co.hidalgo.tx.us)>; armando pompa <[armando.pompa@co.hidalgo.tx.us](mailto:armando.pompa@co.hidalgo.tx.us)>  
**Subject:** Pct 2 On Call Geotechnical/CMT Contract

Good afternoon Steve,

Attached please find the Pct 2 on-call geotechnical and construction materials testing services contract with Terracon for your review and approval. This engineer was selected from the annual pool of engineers for geotechnical and construction materials testing services and ranked and approved for contract negotiation on 8/14/18 AI#66103.

An agenda item will be on the 8/28/18 agenda for approval of this contract.

Please let me know if you require any changes.

Respectfully,

--

**Erika Zamora**

Director of Administration

Hidalgo County Precinct #2

300 West Hall Acres, Suite G

Pharr, Tx 78589

[\(956\) 292-7000](tel:(956)292-7000) Ext. 2015 - Office

[erika.zamora@co.hidalgo.tx.us](mailto:erika.zamora@co.hidalgo.tx.us)

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