



2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
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www.co.hidalgo.tx.us/purchasing

## TRANSMITTAL FORM

Today's Date:	<u>08/25/2021</u>	Department:	<u>080 - Criminal District Attorney</u>
Contract No.:	<u>C-20-680-12-29</u>	Effective Date:	<u>12/29/2020</u>
Description of Project:	<u>Work Authorization No.3 to C-20-680-12-29</u>		
Awarded Vendor:	<u>Halff Associates, Inc.</u>		
CC Approval on	<u>08/10/2021</u>	AI-	<u>81956</u>

### Routing of documents:

- \_\_\_\_\_ 1. Executive Office – Attn: Monica Salinas
- N/A \_\_\_\_\_ 2. District Attorney's Office – Attn: Select ADA
- \_\_\_\_\_ 3. County Judge's Office – Attn: Richard F. Cortez
- \_\_\_\_\_ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- \_\_\_\_\_ 5. Purchasing Department – Attn: Hector Garcia ext.

### **ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

FILED
AT <u>11:10</u> O'CLOCK <u>A</u> -M
AUG 31 2021
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY <u>[Signature]</u> DEPUTY

EXHIBIT E -Work Authorization

**HIDALGO COUNTY**  
Professional Engineering Services Contract # C-20-680-12-29

Work Authorization Form

**WORK AUTHORIZATION NO. 03**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Half Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK** The purpose of this Work Authorization is for the Engineer to provide engineering services for an assessment of an exterior wall condition at Hidalgo County Forensics Building. In addition, the scope of work is to include a structural and architectural detail drawings.

The scope of services to be provided by the Owner is identified in EXHIBIT "A" – Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

**PART 2. ESTIMATED COST** The estimated cost for services under this Work Authorization is for \$5,244.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT** Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

**PART 4. FUNDING** This Work Authorization No. 3 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 and terminate upon completion of scopes of the work authorization.

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 PCT. No.4, Commissioner Ellie Torres as to content and detail of this Work Authorization No. 03.

HIDALGO COUNTY  
COMMISSIONER PRECINT No.4

BY: Ellie Torres  
Ellie Torres, Commissioner

PART 8. ACCEPTANCE AND APPROVAL This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 08/10/21 as indicated below and effective as of 10th day of August, 2021.

THE ENGINEER:

THE OWNER:

HALFF ASSOCIATES INC.

HIDALGO COUNTY

Jose A. Delgado  
By: Jose A. Delgado, P.E., RCDD, LEED AP

Richard F. Cortez  
By: Richard F. Cortez, County Judge

ATTEST:

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



APPROVED BY  
COMMISSIONERS COURT  
ON: 8-10-21 MM

LIST OF ATTACHMENTS

- ATTACHMENT "A" -Service to be Provided by the Owner
- ATTACHMENT "B" -Services to be Provided by the Engineer
- ATTACHMENT "C" -Work Schedule
- ATTACHMENT "D" -Cost Proposal

# 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** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 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 that 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 Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:  
*Public Meetings*
  - (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the **ENGINEER**.

# **EXHIBIT B**

## **-Scope of Services to be provided by the Engineer**

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: 1) Structural Engineering and Architectural design.

**Halff Associates, Inc. is pleased to submit this Work Authorization No. 03 proposal under our existing Professional Service Agreement (C-20-680-12-29) with Hidalgo County to provide structural engineering and architectural services to upgrade an existing exterior wall at Hidalgo County Forensics Building.**

### **Phase 1: Document Production Phase**

#### **Structural:**

- Assessment to include:
  - Existing exterior wall assessment.
- Provide a detailed drawing for upgraded wall construction.

#### **Architectural:**

- Detailed design for an exterior wall with brick cladding, at approximately 20-foot width span inclusive of vapor barrier and brick ledge.

### **Phase 2: Construction Phase Services**

- Pre-construction meeting (1 Visits)
- Construction meetings (2 Visits max)
- Response to RFI's
- Review submittals
- Review payment applications
- Project Close-out
- Refer to attached architectural scope of services for additional items.

### **Specific Exclusions**

- Work related to ACM Abatement
- Site visits more than those identified
- Work not associated with the construction scope
- Geotechnical report or soil sampling. The county shall engage others to perform this task

- This proposal excludes environmental assessments. (Asbestos, air quality surveys).
- This proposal excludes Landscape and Irrigation Design Services. This can be provided under a separate proposal.
- Refer to attached architectural and structural scope of services for additional exclusions and clarifications.

# EXHIBIT C

## -Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

The following schedule is contingent on the NTP being provided during the week of 08/06/2021.

### **Phase 1: Wall Assessment**

Start: Week of 08/09, Finish: Week of 08/16

### **Phase 2: Document Production Phase**

Start: Week of 08/16, Finish: Week of 08/27

# EXHIBIT D

## Cost Proposal

Plans and Specifications for Hidalgo County Engineering Services for Forensics Building C-20-680-12-29

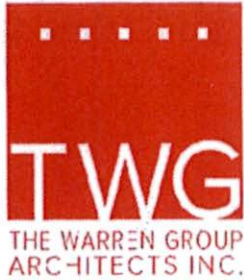
Phase 1	
• Document Production Phase	\$ 4,000.00
Phase 2	
• Construction Administration Phase	\$994.00
• Reimbursables	\$250.00
Total:	<u>\$5,244.00</u>

Halff Associates, Inc.

Fee Schedule-engineering services for generator addition at HC Forensics Building

HIDALGO COUNTY 2020 On-Call Contract No: C-20-680-12-29 \ Work Authorization No. 03

	Project Manager	PE	EIT	Designer	Constructi on Admin	CAD Tech	Clerical	Survey Manager (RPLS)	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
Contracted Rate:	\$240	\$190	\$145	\$95	\$105	\$75	\$67	\$165	\$170			
<b>Phase 1</b>												
Perform site visit to site with County		1	4								5	\$770.00
Project Coordination		1					2				3	\$324.00
Sub-Contract: TWG Architects (Architectural)										2400	0	\$2,400.00
Sub-Contract: Chanin Engineering (Structural)										1500		\$1,500.00
Reimbursables												
Phase 1 Design Sub-Total (Hours)	0	2	4	0	0	0	2	0	0		8	\$0.00
Phase 1 Design Sub-Total (\$)	\$0	\$380	\$580	\$0	\$0	\$0	\$134	\$0	\$0	\$3,900		\$5,244.00



804 S. Main Street, McAllen, TX 78501

June 18, 2021

Jose Delgado, P.E. RCDD, LEED AP  
MEP/ITS Team Leader  
Half Associates  
5000 West Military Hwy.  
McAllen, Texas 78503

Re: Architectural Services Proposal  
Hidalgo County Phase I Investigation  
Forensics Center Project

Dear Jose:

The Warren Group greatly appreciates the opportunity in providing you with our Additional Services Proposal. Our proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This Proposal includes Architectural Services to design a exterior wall detail with brick cladding, with approximately a span of up to 20' width to include vapor barrier and a brick ledge.
- Half Associates will provide all technical information for this project.
- MEP Engineering is to be provided by Half Associates and excluded from this proposal.
- Structural Engineering is to be provided by others and excluded from this proposal.
- This proposal excludes environmental assessments. (Asbestos, air quality surveys).
- This Proposal excludes Landscape and Irrigation Design Services. This can be provided under a separate proposal.

We propose to provide the following scope of services for this project for the stipulated sum fees. If the tenant likes any of our floor plans or plans to use any of them, the space plans will remain TWG intellectual property and will be noted as such.

| COMPENSATION: Stipulated Sum Fee \$1,800.00

| BASE CONSTRUCTION PHASE SERVICES: Stipulated Sum Fee of \$600.00

- Attend construction bi-weekly meetings during construction up to (2) two site visits during construction of the wall and issue (2) two monthly inspection reports with photographic documentation.

| TOTAL COMPENSATION FROM ABOVE: Stipulated Sum Fee \$2,400.00

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Additional construction phase project meetings, field reports and contractor correspondence.

HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.55/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

In House Plot/Print Rates:

Computer Plots	
Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 3.50/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each


| AGREEMENT

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Thank you again for the opportunity to submit this proposal.

Submitted by:

Accepted by:

  
 Ms. Laura N. Warren, AIA  
 President, Principal

June 18, 2021  
Date

\_\_\_\_\_  
 Jose Delgado, P.E. RCDD, LEED AP Date  
 MEP/IT Team Leader

GENERAL TERMS AND CONDITIONS  
HIDALGO COUNTY – FORENSIC CENTER-ADDITIONAL SERVICES  
THE WARREN GROUP ARCHITECTS, INC.

I. SCOPE

THE WARREN GROUP (hereinafter "Architect") agrees to perform the services described in the attached Letter of Proposal which incorporates these General Terms and Conditions. Unless modified in writing by the parties hereto, the duties of the Architect shall not be construed to exceed those services specifically set forth in the Letter of Proposal. The Letter of Proposal and these General Terms and Conditions, when executed by Halff Associates, Jose Delgado (hereinafter "Customer"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Customer agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at (1.5) percent per month from the date the Customer received the invoice until the date Architect receives payment. Such interest is due and payable when the overdue payment is made. Fee charges will be billed as specified in the attached Letter of Proposal.

III. REIMBURSIBLE EXPENSES

Direct expenses will be invoices additional to fees at actual cost plus a service charge of (15.0) percent. Subcontracted consulting services will be billed at actual cost plus a service charge of (10.0) percent. Texas Accessibility Plan Review and Inspection Fees will also be submitted as a reimbursable expense.

IV. RESPONSIBILITY

Architect is employed to render a professional service only, and any payments made by Customer are compensation solely for such services rendered and recommendations made in carrying out the work. Architect shall follow the standard practices of the Architectural profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Architect shall act as agent of Customer. Architect's review or supervision of work prepared or performed by other individuals or firms employed by Customer shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident Architectural inspection provided by Architect is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Architect does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

V. SCOPE OF CUSTOMER SERVICES

Customer agrees to provide site access, and to provide those services described in the attached Letter Proposal's Scope of Work.

VI. INDEMNIFICATION

Architect agrees to indemnify and hold Customer harmless from damages, claims, demands, suits, causes of action, judgments, costs and expenses including reasonable attorney's fees and expenses resulting from:

1. Damage to property of any person, firm, corporation or governmental agency, including property of Customer, and/or
2. Death of or injury to any person or persons, including employees of Customer, arising out of, and to the extent caused directly by, a negligent act or omission or willful misconduct of Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

In the event that Customer is found to be concurrently negligent, Architect shall not indemnify for the proportionate negligence of Customer, but shall indemnify for the portion of negligence solely attributable to Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor, up to an aggregate amount for the project of \$1,000,000. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. Customer may not assert any claim against Architect after the shorter of (1) 3 years from substantial completion of services giving rise to the claim, or (2) the statute of limitation provided by law.

Customer acknowledges Architect may perform work at facilities that may contain hazardous materials or conditions, and that Architect had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Customer, Customer agrees to indemnify, defend, and hold Architect harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Customer against Architect or Architect's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment to arise out of the sole negligence of Architect.

VII. INSURANCE

Architect shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$500,000.
2. Automobile bodily injury and property damage liability insurance with a limit of not less than \$500,000.

GENERAL TERMS AND CONDITIONS  
HIDALGO COUNTY – FORENSIC CENTER-ADDITIONAL SERVICES  
THE WARREN GROUP ARCHITECTS, INC.

3. Statutory workers' compensation and employers' liability insurance as required by state law.

4. Professional liability insurance.

VIII. SUBCONTRACTS

Architect shall be entitled, to the extent determined appropriate by Architect, to subcontract any portion of the work to be performed under this project.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Customer or Architect without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Customer and Architect as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Architect's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Architect's office performing the majority of the work for this project is located.

XII. SUSPENSION OF WORK

Customer may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Customer make normal progress in the performance of the work impossible. Architect may request that the work be suspended by notifying Customer, in writing, of circumstances that are interfering with normal progress of the work. Architect may suspend work on the project in the event Customer does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XIII. TERMINATION OF WORK

Customer or Architect may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 7 days

prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with receipt returned to the sender. Architect will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date.

XIV. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration, in any form, will not be allowed. Any claim(s), dispute(s) or other matter(s) in question between the parties to this Agreement arising out of or relating to this Agreement, or the breach thereof, which are not disposed by mutual agreement of the parties, shall be submitted, if agreed in writing by both parties, to mediation prior to submission of the matters in question to appropriate courts of law.

XV. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Owner agrees to limit the Architect and Consultants' liability for the Owner's damages to their total sum of fees paid respectively or a total liability limit amount of \$25,000, whichever is less. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

SUBMITTED BY:

Architect: The Warren Group Architects, Inc.

Signature:   
Ms. Laura N. Warren, AIA

Date: June 18, 2021

APPROVED BY:

Customer: HALFF ASSOCIATES

Signature: \_\_\_\_\_  
Jose Delgado, P.E. RCDD. LEED AP

Date: \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.  
HALFF ASSOCIATES, INC.  
MCALLEN, TX United States

Certificate Number:  
2021-783371

Date Filed:  
07/27/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hidalgo County

Date Acknowledged:

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-20-185-06-30  
Engineering services for an assessment of an exterior wall condition at the Hidalgo County Forensics Building.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Pylant, Ben	Fort Worth, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Bertram, Shawn	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.  
HALFF ASSOCIATES, INC.  
MCALLEN, TX United States

Certificate Number:  
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07/27/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hidalgo County

Date Acknowledged:

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-20-185-06-30  
Engineering services for an assessment of an exterior wall condition at the Hidalgo County Forensics Building.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

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)



July 27, 2021

Hector Garcia  
Contract Specialist III  
Hidalgo County Purchasing Department  
2802 South Business Highway 281  
Edinburg, TX 78539

**RE: Subcontracting Notice for Hidalgo County Engineering Services for Forensics Building  
C-20-680-12-29**

Dear Mr. Garcia:

We would like to inform you of the subcontractors that we will be using on the Hidalgo County Engineering Services for the Forensics Building – Work Authorization No. 3. Please coordinate with your Purchasing Department for Commissioner’s Court approval of this notification. These subcontractors will be providing Structural Services for the above referenced project.

Subcontractors:

*Mr. Miguel Chanin  
Chanin Engineering  
400 Nolana, Suite D  
McAllen, Texas 78504  
(956) 687-9521*

*Ms. Laura n. Warren  
The Warren Group  
804 South Main Street  
McAllen, Tx 78501  
(956) 994-1900*

Should you have any questions, please feel free to give me a call at (956) 664-0286.

Sincerely,  
HALFF ASSOCIATES, INC.

Jose A. Delgado, PE., RCDD, LEED AP  
Director of MEP/ITS Engineering



400 Nolana, Suite H2  
McAllen, Texas 78504  
T: (956) 687-9421 | F: (956) 687-3211  
ChaninEngineering.com  
TBPE Firm Registration No. F-9369

## SERVICE CONTRACT

June 16, 2021

Attn: Jose Delgado, PE, RCDD, LEED AP  
Director of MEP / ITS Engineering  
Half Associates, Inc.  
5000 West Military Hwy. Suite 100  
McAllen, TX 78503  
956-445-5222  
JoseDelgado@half.com

Re: Hidalgo Co. Forensic Center Brick Ledge Detail  
Edinburg, Texas  
(CE: Project No. 21-202)

Dear Jose Delgado:

Chanin Engineering, LLC appreciates the opportunity to submit this proposal for professional services for the proposed project.

### SCOPE OF SERVICES

As determined by reviewing the email correspondence sent on June 04, 2021, our services will include:

- Existing exterior wall assessment

### DELIVERABLES:

1. Brick ledge detail
2. Construction Phase Services (1-Jobsite visit)

### PROFESSIONAL SERVICES FEE

For the scope of work as described above we propose the following fees. Significant changes to the described scope of work or project costs, may result in a change of fees

Structural Design Fee:	\$1,000
Construction Phase Services:	<u>\$500</u>
Total Engineering Fee:	\$1,500

\*Fees valid for 30 days from date on your proposal.

**ASSUMPTIONS/ EXCLUSIONS**

Our proposal is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work are not included in this proposal.

Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis per work authorization by Client.

Authorized additional services will be billed at the following hourly rates:

Principal	\$175.00/HR
PE	\$145.00/HR
Project Engineer	\$135.00/HR
Construction Project Manager	\$89.00/HR
CAD Technician	\$75.00/HR
Administrative	\$55.00/HR

Provided this Scope of Services and basis of compensation is acceptable to you, please sign at the bottom and return a copy to our office.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.



6/16/2021

Miguel Chanin, P.E.  
President

Date

Client Approval:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for Chanin Engineering, L.L.C. to proceed with the Services, unless otherwise provided for in this Agreement.
2. **DIRECT EXPENSES.** Chanin Engineering, L.L.C.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at Chanin Engineering, L.L.C.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Chanin Engineering, L.L.C..
3. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Chanin Engineering, L.L.C.'s administrative costs.
4. **COST ESTIMATES.** Any cost estimates provided by Chanin Engineering, L.L.C. will be on a basis of experience and judgment. Since Chanin Engineering, L.L.C. has no control over market conditions or bidding procedures, Chanin Engineering, L.L.C. does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
5. **PROFESSIONAL STANDARDS.** Chanin Engineering, L.L.C. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Chanin Engineering, L.L.C. makes no warranty, expressed or implied.
6. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by Chanin Engineering, L.L.C. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Chanin Engineering, L.L.C.. In the absence of an express agreement about compensation, Chanin Engineering, L.L.C. shall be entitled to an equitable adjustment to its compensation for performing such additional services.
7. **LIMITATION OF LIABILITY.** Chanin Engineering, L.L.C.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
8. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
9. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event Chanin Engineering, L.L.C. is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, Chanin Engineering, L.L.C. may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to Chanin Engineering, L.L.C. which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Chanin Engineering, L.L.C. to provide such Services.
10. **PAYMENT TO Chanin Engineering, L.L.C./ INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by Chanin Engineering, L.L.C. for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to Chanin Engineering, L.L.C., and if such interest exceeds the principal balance of CLIENT's indebtedness to Chanin Engineering, L.L.C., will be returned to CLIENT. It is the intent of Chanin Engineering, L.L.C. and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and Chanin Engineering, L.L.C. agree that in the event CLIENT and Chanin Engineering, L.L.C. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, Chanin Engineering, L.L.C. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount

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(the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to Chanin Engineering, L.L.C.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Hidalgo County, Texas, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas for enforcement of all obligations created by this Agreement.

11. Chanin Engineering, L.L.C.'S RIGHT TO SUSPEND SERVICES. If CLIENT fails to pay any amount due Chanin Engineering, L.L.C. under this Agreement, Chanin Engineering, L.L.C. may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, Chanin Engineering, L.L.C. will provide CLIENT with written notice that Chanin Engineering, L.L.C. will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of Chanin Engineering, L.L.C.'s notice. If CLIENT does not cure the problem within such 7-day period, Chanin Engineering, L.L.C. may suspend Services under this Agreement. In the event of a suspension of Services, (a) Chanin Engineering, L.L.C. shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, Chanin Engineering, L.L.C. shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. Chanin Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (x) Chanin Engineering, L.L.C. shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, Chanin Engineering, L.L.C. shall be compensated for expenses incurred as a result of the interruption and resumption of Chanin Engineering, L.L.C.'s Services, and (z) Chanin Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.

12. TERMINATION FOR NON-PAYMENT OF FEES. Chanin Engineering, L.L.C. may terminate this Agreement by giving written notice if any Chanin Engineering, L.L.C. invoice remains unpaid for more than 30 days. Chanin Engineering, L.L.C.'s right to terminate this Agreement shall not be waived Chanin Engineering, L.L.C.'s continued performance during any period of investigation by Chanin Engineering, L.L.C. to determine the reasons for CLIENT'S nonpayment.

13. TERMINATION. Either CLIENT or Chanin Engineering, L.L.C. may terminate this Agreement with or without cause by giving 7 days' written notice to the other party. In such event CLIENT shall forthwith pay Chanin Engineering, L.L.C. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

14. LEGAL EXPENSES. In the event legal action is brought by Chanin Engineering, L.L.C. to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay Chanin Engineering, L.L.C. reasonable amounts for fees, costs and expenses as may be set by the court.

15. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, Chanin Engineering, L.L.C. may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Chanin Engineering, L.L.C. to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without Chanin Engineering, L.L.C.'s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Chanin Engineering, L.L.C. until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. Chanin Engineering, L.L.C. will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. Chanin Engineering, L.L.C. shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) Chanin Engineering, L.L.C. does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and

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subcontractors. Chanin Engineering, L.L.C. is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors.

D.1 GENERAL. Claims, disputes or other matters in question solely between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder, and additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Board of Directors, Chanin Engineering, LLC. and any other person or entity consenting to arbitration of any claim, dispute or other matter in question. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to be the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

D.2 MEDIATION. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

D.3 INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Chanin Engineering, LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable.

D.4 LIMITATION OF LIABILITY. The development of this project is intended to produce the largest rate of return (benefit) for the owner for their investment (cost). To a lesser degree, the project Architect will also enjoy a benefit (his professional fee) for his investment (professional service), similarly but to a much lesser degree, the Consultant (Chanin Engineering, LLC) will also see a benefit for our service investment. As such, the project risk exposure to the various parties shall accordingly recognize this fact. For this reason, Chanin Engineering, LLC's limitation for all liabilities shall be limited to our engineering fee for this project. Also refer to the sections above for related discussion.

D.5 VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant.

D.6 ATTORNEYS' FEE. Should any action, proceeding, arbitration or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment. If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Chanin Engineering, LLC will review any changes, and once acceptable to both parties Chanin Engineering, LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal agreement.