

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-22-0449-09-06
(ARPA-22-122-088)

THIS AGREEMENT is made and entered on this 6th day of September 2022, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the “**Owner**”, and Terracon Consultants, Inc., of Pharr, hereinafter called the “**Engineer**”.

On or about March 10, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak. Pursuant to the U.S. Department of the Treasury’s guidance, the funds may be used for certain eligible purposes to respond to the pandemic and its economic effects and to replace revenue lost due to the public health emergency, preventing cuts to government services. The guidance goes on to provide specific eligible uses for these funds. The services made the basis of this Agreement are being procured for one of these eligible purposes.

*As such, this Agreement is subject to the requirements applicable to federal awards as provided in 2 CFR 200 and the required contract provisions for contracts subject to federal award found in Appendix II to 2 CFR 200 are applicable to this Agreement and were included as part of the initial procurement packet. Additionally, the ARPA required contract provisions found in the attached **ARPA Addendum** are applicable to this Agreement. All referenced required contract provisions are incorporated herein and made part of this agreement for all purposes, and Parties agree to abide by the same.*

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide “Project Specific” professional engineering services for the provision of geo-technical and construction material testing services for the: “**Hidalgo Health Clinic Renovation or Reconstruction Project**” located within **Hidalgo County** (“**Services**”);

WHEREAS, the **Owner** has determined that the services of a professional engineering firm are necessary to carry out the required **Services**;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested Statements of Qualifications (SOQ's) from professional engineers to establish a yearly pool of qualified professional engineers to assist the **Owner** by providing professional engineering services. A copy of the Request for Qualifications (RFQ) packet, including applicable requirements and specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes;

WHEREAS, the **Engineer** submitted a SOQ in response to **Owner's** RFQ and was pre-qualified to be included in the **Owner's** pool of professional engineers for Geo-Technical and Construction Material Testing Services;

WHEREAS, the **Engineer** has been selected from the **Owner's** pool of professional engineers to provide geo-technical and construction material testing Services as required by **Owner**; and

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

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

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

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

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **services** and fulfillment of this Agreement, as identified in **EXHIBIT "B" Services to be provided by the Owner**, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "C" Services to be provided by the Engineer**, attached hereto and made a part of this agreement (the "Services").

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter

referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “D” - Work Schedule**, attached hereto and made a part of this Agreement.

2.4 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.

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

3.1 Termination Date. This Agreement shall terminate on December 31, 2024 or upon completion of the project , (hereinafter referred to as the (“**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

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

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

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

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner'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 Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

5.1 Services. For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "C"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for **Services**, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** are more particularly identified in **EXHIBIT "E"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to be provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "C"**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "E" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance, and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount

and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

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

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise, is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the

compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment-related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "F"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "C"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "E"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer**

and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization** unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this **Agreement** as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this **Agreement** insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this **Agreement** may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "G" - Supplemental Agreement Form**, attached hereto and made a part of this **Agreement**, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "E"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and

authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event, the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "E"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

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

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all

discounts, rebates, and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement, including goods and/or services, without the prior written consent of the **Owner** through a Work Authorization detailing the same. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus,

processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions, and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**,

the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

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

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal,

state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications, and estimates (hereinafter referred to as "PS&E") are identified in this Agreement under Article 2 hereof or EXHIBIT "C", attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the PS&E for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes, and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training, and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of PS&E is identified in this Agreement under Article 2 hereof or EXHIBIT "C", attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the PS&E of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any PS&E developed by the **Engineer** for the **Project**; that the result of such PS&E, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any PS&E developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the

Owner at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

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

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

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "C"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law,

the Engineer and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, and hold harmless the Owner, the Owner's respective directors, elected officials, employees and agents (collectively "Indemnitors") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the Engineer's services through activities of the Engineer, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.

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

ARTICLE 21. Insurance. Consistent with its status as an independent contractor and at its sole expense, **Engineer** agrees that throughout the duration of the work under this contract and any extension thereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its sub-consultants connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, **Engineer's** activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering **Engineer's** activities in providing the services to the **Owner**. Coverage shall be in the amounts specified by the **Owner** in

the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. The **Engineer** shall furnish to the **Owner** certificate(s) of insurance and all renewals on an Acord form showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate(s) of Insurance shall be attached hereto and identified as **EXHIBIT "H"- Hidalgo County Certificate of Insurance**. For each applicable policy, **Engineer** shall name the **Owner** as an additional insured. **Engineer** shall notify the **Owner** a minimum of thirty (30) days in advance of cancellation of all or part of a policy. **Engineer** shall make any other insurance documentation available to the **Owner** upon request. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers compensation laws, minimum and maximum salary, and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seek to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner**

employees, except as mentioned hereinabove. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been specified by written notice delivered in accordance herewith:

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

CC: Precinct No. 2
 Attn: Pct. #2 Commissioner
 Address: 300 W Hall Acres, Suite G
 Pharr, Texas 78577

If to Engineer: Terracon Consultants, Inc.
 Attention: Jorge A. Flores, P.G./Principal/Officer Manager
 Address: 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.

ARTICLE 29. Miscellaneous Provisions.

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

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation expressly or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

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

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Immunities. Nothing in this agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

ARTICLE 32. Nondiscrimination. **Engineer**, including subcontractors, assignees, and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.


ARTICLE 33. Additional Documents. The **Engineer** and **Owner** hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

ARTICLE 34. Required Contract Provision for Contracts Subject to Federal Award (if applicable). Pursuant to 2 CFR 200.237, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW}

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 6th, 2022
Agenda Item No. 87337

Executive Office: 

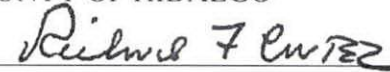
ENGINEER:

TERRACON CONSULTANTS, INC.


Jorge A. Flores, Principal

OWNER:

COUNTY OF HIDALGO



Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.


Amanda D. Austin, Assistant District Attorney

ATTEST:


Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 9/6/22

ATTACHMENTS:

- EXHIBIT A -Requirements/County's Request for Qualifications (RFQ) Packet
- EXHIBIT B - Scope of Services to be provided by Owner
- EXHIBIT C - Scope of Services to be provided by Engineer
- EXHIBIT D - Work Schedule
- EXHIBIT E -Contract Rates
- EXHIBIT F -Work Authorization Form
- EXHIBIT G -Supplemental Agreement Form
- EXHIBIT H -Certificates of Insurance

SUPPLEMENTAL SIGNATURES:

EXHIBIT A

Request for Qualifications (RFQ) Procurement Packet

EXHIBIT "B"
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** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity (*when and if applicable*).
- (8) Review and approve the Project design criteria.
- (9) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "C"
Services to be provided by the Engineer

EXHIBIT "C"

SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The services to be provided by the ENGINEER in providing Geotechnical and Construction Material Testing Services for the Hidalgo Health Clinic Renovation or Reconstruction Project, 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 Project Specific Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "D"
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 sequences 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.

EXHIBIT "E"
Engineer's Contract Rates

**2022 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

Personnel:	Rate/Hour
Senior Principal/Program Manager.....	\$195.00
Principal	\$185.00
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
Senior Environmental Scientist.....	\$100.00
Project Environmental Professional I.....	\$95.00
Environmental Scientist.....	\$90.00
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.....	\$40.00
Vehicle Mileage, per mile	\$0.58
Per Diem (food and lodging).....	\$150.00
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)	\$ 50.00
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	\$ 125.00 / hr.
ii. Asbestos Inspector	\$ 85.00 / 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	\$ 60.00 / hr.

II. Asbestos Project Management

i. Asbestos Consultant	\$ 125.00 / hr.
ii. Asbestos Project Manager	\$ 85.00 / hr.
iii. Asbestos Air Monitor	\$ 67.00 / 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)	\$ 95.00 / ea.

III. Travel Expenses

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

Vehicle Charge, per day	\$ 40.00
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.....	\$ 195.00
Principal.....	\$ 185.00
Department Manager, Indoor Air Quality.....	\$ 160.00
Texas Licensed Mold Assessment Consultant.....	\$ 130.00
Texas Licensed Mold Assessment Technician.....	\$ 85.00
Administrative Assistant.....	\$60.00
Draftsperson/CAD Operator I.....	\$ 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	\$ 45.00*
Total Bioaerosol (air)	Allergenco/AOC	Microscopy	\$ 45.00*
Viable Bioaerosol (air)	Malt/Viable	Culture/Microscopy	\$ 65.00*
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 ₂ , 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	\$ 40.00
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	\$60.00
Administrative Secretary.....	\$60.00
Engineering Technician	\$65.00
Senior Engineering Technician	\$82.00
Laboratory/Field Supervisor.....	\$95.00
Graduate Engineer/Geologist/Scientist.....	\$100.00
CME Project Manager.....	\$100.00
Project Engineer/Geologist/Scientist.....	\$120.00
Project Manager, Senior Engineer/Scientist/Geologist.....	\$150.00
Manager.....	\$185.00
In-House Consultant, Principal Engineer.....	\$195.00

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	\$12.00
.51 to 100 ft., per linear foot.....	\$13.50
Over 100 ft.	On request
Casing installation/removal, per linear foot.....	\$10.00
Wash or auger boring, per linear foot	\$12.00
Rock coring, soft formation, per linear foot.....	\$29.00
Rock coring, hard formation, per linear foot*.....	\$35.00

Core bit wear per linear foot

Soft formation.....	\$1.50
Hard formation*	\$3.50
Inaccessible borings requiring all-terrain drilling vehicles, additional charge, per linear foot.....	\$4.50
Special sampling techniques (piston samples, etc.)	On Request

Standpipe/Observation well installation

(excludes material), per hour.....	\$220.00
Hourly Drilling Rate, 3-man crew, per hour.....	\$250.00
Rig Standby, per hour.....	\$250.00
Damaged tube samplers, each.....	\$40.00
Grouting of Test Borings (Maximum 6" nominal dia. hole, excludes materials), per hour....	\$200.00

* 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.....	\$350.00
Mobilization, all-terrain vehicle.....	\$1000.00
Drayage, permits for equipment	Cost+15%
Rental of special equipment for site access, etc.	Cost+15%

Resistivity Surveys

Graduate Geologist/Engineer.....	\$100.00
Project Geologist/Engineer, per hour.....	\$120.00
Resistivity Equipment, per day.....	\$275.00
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.....	\$60.00
Rock.....	\$75.00
Vane Shear Test.....	\$40.00
Pocket Penetrometer.....	\$8.50

Triaxial Tests

Unconsolidated-Undrained.....	\$100.00
Consolidated-Undrained w/Pore Pressure Measurements (per stage).....	\$275.00
Consolidated-Undrained Cyclic Loading.....	\$500.00
Consolidated-Drained (Sands and Silts).....	\$500.00

Direct Shear Tests

Unconsolidated-Undrained.....	\$175.00
Consolidated-Undrained (per stage).....	\$275.00
Consolidated-Drained(per stage).....	\$350.00
Consolidated-Drained, Residual Strength (per stage).....	\$500.00

Swell-Pressure Tests

Single load.....	\$175.00
Multiple load increments.....	\$250.00
Consolidation Tests, max 7 loadings.....	\$550.00
Additional load increments.....	\$75.00

Classification Tests

Liquid and Plastic Limits

Single Point Test.....	\$75.00
Three-Point Test.....	\$115.00

Particle Size Analysis

Sieve Analysis through No. 200 Sieve.....	\$110.00
Percent Finer than No. 200 Sieve (Washed).....	\$60.00
Hydrometer (Includes No. 200 Sieve).....	\$275.00

Other Tests and Miscellaneous Items

Water Content.....	\$10.00
Density of Undisturbed Samples Soil.....	\$35.00
Rock.....	\$45.00
Specific Gravity.....	\$50.00
Organic Content.....	\$45.00

Permeability

Flexible wall test-triaxial cell.....	\$375.00
Falling Head.....	\$175.00

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).....	\$350.00
Lime modification optimum (using pH).....	\$150.00
Soil-lime mixture design (using plasticity index).....	\$350.00

Laboratory CBR Tests

(Excludes Moisture-Density Relationship).....	\$550.00
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 \$50.00 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	\$50.00
Vehicle Trip Charge (per trip), as applicable	\$40.00
Vehicle Mileage (per mile), as applicable	\$00.58
Field molding of concrete cylinders, slump, air content, and temperature measurements, per hour	\$50.00
Concrete field monitoring & molding of cylinders, slump, air content, unit weight, & temperature measurements, per hour	\$50.00
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	\$60.00
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	\$50.00
 <u>Full Time Earthwork Monitoring</u>	
Engineering technician, per hour	\$50.00
Senior engineering technician, per hour	\$60.00
plus nuclear gauge, per day	\$50.00
Field soil stabilization (lime or cement) monitoring, per hour	\$50.00
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,	\$50.00
Radiographic examination:	
NDE technician, per hour	Cost + 15%
plus equipment, per day	Cost + 15%
plus film and supplies	Cost + 15%
 <u>Ultrasonic, magnetic particle & 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	\$60.00
Hydrometer analysis (includes 200 sieve), each.....	\$275.00
Specific gravity and absorption (aggregate), each.....	\$80.00
Dry-rodged weight, each	\$55.00
Decantation, each	\$55.00
Organic impurities test on fine aggregate, each.....	\$55.00
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-rodged 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	\$15.00
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.

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 (7:00 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 "F"
HIDALGO COUNTY
Professional Engineering Services
Agreement # C-22-0449-09-06

WORK AUTHORIZATION NO. _____

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____

The Engineer is to provide the scope of Services as required by the Agreement with Owner.

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Professional Engineering Services Agreement No. C-XX-XXXX-XX-XX between the Owner and the Engineer.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of the Work Authorization, within the limits of Agreement No. C-XX-XXXX-XX-XX, provided in this Work Authorization; or on**

(_____ **DATE** _____). *If applicable:* Engineer shall conform to the approved "Work/Project Schedule", attached hereto and incorporated by reference herein as Attachment "C".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement No. C-XX-XXXX-XX-XX.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct ____, Commissioner _____, as to content and detail of this Work Authorization No. _____.

HIDALGO COUNTY PRECINCT No. ____

By: _____
_____, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by the Hidalgo County Commissioners Court and hereby executed and effective as of the date indicated below.

APPROVED BY COMMISSIONERS' COURT ON MONTH, DAY, 2022.

Agenda Item No. _____ Executive Office: _____

ENGINEER:
_____ ENGINEERING.

OWNER:
COUNTY OF HIDALGO

_____, _____

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS:

- Attachment "A" – Scope of Services to be provided by Engineer**
- Attachment "B" – Fee Proposal**
- Attachment "C" – Approved Work/Project Schedule (If applicable)**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed and effective as of the date indicated below.

APPROVED BY COMMISSIONERS' COURT ON MONTH, DAY, 2022.

Agenda Item No. _____ Executive Office: _____

ENGINEER:
_____ ENGINEERING

OWNER:
COUNTY OF HIDALGO

_____, _____

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:

EXHIBIT H
-Certificate of Insurance (*Hidalgo County*)



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)

5/13/2022

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).


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

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 18542077 **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. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	TC2J-GLSA-1118L293	1/1/2022	4/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 OTHER \$
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	N	N	TC2J-CAP-131J3858.	1/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX OTHER \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX OTHER \$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	UB-6S387647-22-51R (AOS) UB-6S630271-22-51R(AZ,MA,WI) UB-1T88663A-22 (AOS) UB-1T885681 (AZ,MA,WI)	1/1/2022 1/1/2022 4/1/2022 4/1/2022	4/1/2022 4/1/2022 4/1/2023 4/1/2023	<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	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2022	4/1/2023	\$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)
 RE:ON-CALL GEO-TECHNICAL AND CONSTRUCTION MATERIALS TESTING HIDALGO COUNTY PRECINT NO. 2.

CERTIFICATE HOLDER 18542077 HIDALGO COUNTY PURCHASING DEPARTMENT 300 W H ACRES, SUITE G PHARR TX 78539	CANCELLATION See Attachment 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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Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Pct 2 - Project Specific Geo-Technical/CMT Agreement with Terracon for Co. Wide ARPA Project

1 message

Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Wed, Nov 9, 2022 at 11:40 AM

To: Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Cc: Josephine <josephine.ramirez@da.co.hidalgo.tx.us>, Victor <victor.garza@da.co.hidalgo.tx.us>, Jaelyn Erasmus <jaclyn.erasmus@da.co.hidalgo.tx.us>, armando <armando.garzajr@co.hidalgo.tx.us>, hector <hector.garcia1@co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Ms. Erika Zamora:

Our office has reviewed the contract provided and approves as to the form, subject to attaching the ARPA Contract Addendum after the signature page.

Respectfully,

Amanda D. Austin

Assistant District Attorney

Pronouns: she, her, hers

Office of the Criminal District Attorney, Civil Litigation Division

Hidalgo County, Texas

100 E. Cano

Edinburg, Texas 78539

(o) 956.292.7609

amanda.austin@da.co.hidalgo.tx.us

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The statements contained herein are not intended to and do not constitute an opinion as to any legal or other matter. They are not intended to be used and relied on by any recipient to avoid penalties that may be imposed under any law.

2 attachments

C-22-0449-09-06 Terracon.docx
61K

ARPA Contract Addendum.docx
22K

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:
2022-956396

Date Filed:
11/16/2022

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-22-0449-09-06
Professional Engineering Services; ARPA-22-122-088

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Packer, Gayle	Olathe, KS United States	X	
	Donald, Vic	Baton Rouge, LA United States	X	
	Pavlicek, Bob	Olathe, KS United States	X	
	Anderson, Tim	Tempe, AZ United States	X	
	Moussallem, Maroun	Denver, CO United States	X	
	Zambo, Vanessa	Olathe, KS 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 Dr., 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 16th day of November, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

AI-87337**Purchasing Department 28. F. 2.****CC REGULAR AGENDA SPECIAL MTG****Pct. 2****Meeting Date:** 09/06/2022**Submitted For:** Eddie Cantu, COMM. PCT. #2**Submitted By:** Erika Zamora, COMM. PCT. #2**Department:** COMM. PCT. #2**CAPTION**

A. Requesting approval to execute the final form of a professional engineering services agreement (subject to HC/DA/Civil Section legal approval) for the provision of Geo-Technical & Construction Material Testing Services with Terracon Consultants [approved for negotiations CC 7/26/22 AI#86754] for the Hidalgo Health Clinic Renovation or Reconstruction Project (ARPA-22-122-088), subject to compliance with Form 1295.

B. Approval of Work Authorization No. 1 with an estimated cost of \$12,125.00 submitted by Terracon Consultants (C-22-0449-09-06) to provide professional engineering services required for a property condition assessment and asbestos and indoor air quality services for the Hidalgo Health Clinic Renovation or Reconstruction Project.

BACKGROUND

Contract and Legal Approval will be attached on Monday.

Fiscal Impact**CALENDAR YEAR:** 2022**ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Work Authorization will be funded through ARPA Funds.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing / Internal	Eduardo Belmarez	09/02/2022 05:27 PM
Final Approval	Monica Salinas	09/02/2022 05:56 PM
Form Started By: Erika Zamora		Started On: 09/02/2022 11:23 AM
Final Approval Date: 09/02/2022		