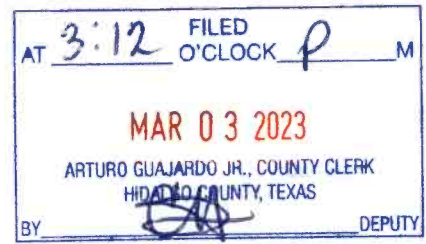


THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §



**PROFESSIONAL SERVICES AGREEMENT**  
**C-23-001-02-17-AS**

**THIS AGREEMENT (“Agreement”)** is made by and between HIDALGO COUNTY HEAD START PROGRAM, acting herein by and through the Hidalgo County Commissioner’s Court and the Hidalgo County Head Start Program Policy Council hereafter called the “PROGRAM” and Strada Engineering and Consulting LLC. Professional Engineers from McAllen, Texas herein called the “MEP Engineer.”

**WITNESSETH:**

**WHEREAS,** the PROGRAM is in need of **Professional Engineering Services** for the “Mechanical, Electrical and Plumbing Engineering Services” for the Head Start Program “Outdoor Learning Environments and Discovery Classrooms Project;”

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

**WHEREAS,** Hidalgo County solicited Requests for Qualifications (“RFQ”) for the development and establishment of a yearly pool for “Professional Engineering Services;”

**WHEREAS,** the Engineer was pre-qualified from the Hidalgo County’s pool of Professional Engineers and has been selected from the pool to provide Professional Engineering Services for “Mechanical, Electrical and Plumbing Services” in Hidalgo County Precinct. 4 in accordance with the terms and provisions under County Requirements for Request for Qualifications,

**WHEREAS,** in continuation of the procurement process and in response to the PROGRAM’S request to negotiate for a fair and reasonable price pursuant to Chapter 2254

Texas Government Code, the MEP ENGINEER has provided a fee schedule in **Exhibit “C”**, i.e., Contract Rates, attached hereto and incorporated by reference herein as; and

**WHEREAS**, the PROGRAM has determined that the services of a Professional Engineer are required.

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

1. PROGRAM and MEP ENGINEER hereby agree that this Agreement is entered into in order to provide Mechanical, Electrical and Plumbing services for the “Outdoor Learning Environments and Discovery Classrooms Project.” This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Scope of Services and Specifications to be provided by the PROGRAM are detailed in the attached Exhibit “A-1, A-2.” MEP ENGINEER agrees to review the project as presented by the PROGRAM and will submit to the PROGRAM a proposal to include, but not be limited to, the following: **Exhibits “A-1, A-2”**- Understanding of the Project. **Exhibit “B”**- Scope of Services of the Project; **Exhibit “C”**- Compensation and Project Schedule; Fee Structure for the Project; Fees for additional services not part of base which may arise during course of project; **Exhibit “D”**- Certificate of Insurance; **Exhibit “E”**- Supplemental Agreement.’ **Exhibit “F”**- COVID-19 Safety Protocols.

3. The PROGRAM may enter into negotiations with the MEP ENGINEER regarding the Engineering Services for the “**Outdoor Learning Environments and Discovery Classrooms Project**,” and should the parties reach an agreement, then the MEP ENGINEER will perform services detailed in the attached **Exhibit B**.

4. **MEP ENGINEER** agrees in performing the Services using proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

5. **Non-Exclusive Services of MEP ENGINEER.** PROGRAM reserves the right to request these services from sources other than the MEP ENGINEER and shall not be in violation of any terms or conditions of this Agreement.

6. **Term.** This Agreement is for a period of 60 days, or unless sooner terminated as provided herein. The MEP ENGINEER will not begin to work or incur costs until authorized in writing by the PROGRAM with a **“Notice to Proceed”**.

7. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount in the Agreement, unless an amendment is executed as provided hereinafter. The MEP ENGINEER shall submit periodic requests for payment within (30) thirty days after completion of the work. The request for payment shall be made using forms acceptable to the PROGRAM and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, PROGRAM shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County Head Start Program. MEP ENGINEER agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to the MEP ENGINEER shall be mailed to the address shown in Paragraph No. 28, titled **“Notices”** herein.

8. **Inspection of Work.** The PROGRAM has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. In addition officials from the Department of Health and Human Services shall have access to the facility at any time requested. If any inspection or evaluation is made on the premises of the MEP ENGINEER, or of a subcontractor, the MEP ENGINEER shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

9. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, then an amendment shall be executed within the agreement period by use of a **“Supplemental Agreement Form”**, more particularly described in **Exhibit “E”**, attached hereto and incorporated by reference herein. The PROGRAM retains the right to reject any such amendment proposed by the MEP ENGINEER. Any such amendments shall be made in writing, agreed to by all parties hereto and duly executed before the end of the Agreement as specified. If the PROGRAM finds it necessary to require changes in completed

work because of errors made by the MEP ENGINEER, the PROGRAM shall require the MEP ENGINEER to correct the work at no cost to the PROGRAM and without amendment to the Agreement. If the changes are made at the request of the PROGRAM and are not due to errors of the MEP ENGINEER, the PROGRAM will reimburse the MEP ENGINEER for the additional work at the same rate of pay established in **Exhibit "C,"** i.e., "Contract Rates". If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all state - federal procurement laws.

**10. Reporting.** The MEP ENGINEER shall promptly advise the PROGRAM in writing of events which have a significant impact upon the Agreement, including:

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

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

**11. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the MEP ENGINEER or furnished to the MEP ENGINEER by the PROGRAM shall be delivered to and become the property of the Program. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the PROGRAM without restriction or limitation on their further use. The MEP ENGINEER shall not be liable for the reuse or modification of its work product. The MEP ENGINEER may, at its own expense, have copies made of the documents or any other data furnished to the PROGRAM under this Agreement.

**12. Suspension of Work.** Should the PROGRAM desire to suspend the work under this Agreement, but not terminate this Agreement, the PROGRAM shall provide thirty (30) calendar days verbal notification to MEP ENGINEER, followed by written confirmation from the PROGRAM to MEP ENGINEER to that effect. The thirty-day notice may be waived as agreed in writing by both the PROGRAM and MEP ENGINEER to that effect. The work under

this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the PROGRAM to the MEP ENGINEER. The sixty-day notice may be waived if agreed in writing by both the PROGRAM and MEP ENGINEER. If the PROGRAM suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**13. Progress and Coordination.** The MEP ENGINEER shall, from time to time during the progress of the work, confer with the PROGRAM and with other Program Consultants including the Construction Manager (B2Z Engineering) the Architect (The Warren Group, Inc.), the Civil Engineer (Hidalgo County Drainage District No.1), the Structural Engineer (CONSOR Engineers), and the Geotechnical Engineer (Terracon Consultants, Inc.); The MEP ENGINEER shall prepare and present such information as may be pertinent and necessary, or as may be requested by the PROGRAM, in order to evaluate features of the MEP ENGINEER'S services and work.

At the request of the PROGRAM or the MEP ENGINEER, conferences shall be provided at the MEP ENGINEER'S office, the offices of the PROGRAM, or at other locations designated by the PROGRAM. These conferences shall also include evaluation of the MEP ENGINEER'S services and work when requested by the PROGRAM.

All applicable study reports shall be submitted in preliminary form for approval by the PROGRAM before the final report is issued. The PROGRAM'S comments regarding the MEP ENGINEER'S preliminary report will be addressed by the MEP ENGINEER in the final report.

If funds by other agencies or entities are to be used for the development of the project awarded under this Agreement, the MEP 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 MEP ENGINEER'S Services and work does not satisfy the requirements of the Agreement, the PROGRAM shall review the approved work with the MEP ENGINEER to determine the corrective action needed by either the PROGRAM or the MEP ENGINEER.

The MEP ENGINEER shall promptly advise the PROGRAM in writing of events which have a significant impact upon the progress of the MEP ENGINEER'S Services and work approved under **Exhibit B**, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the MEP ENGINEER within established time periods; this disclosure will be accompanied by a statement by the MEP ENGINEER of recommended or immediate action taken, or contemplated, and any PROGRAM or other agency or entity assistance needed to resolve the situation: and

b. Favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**14. Independent Contractor.** MEP ENGINEER must comply with all applicable Hidalgo County Head Start Program policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by MEP ENGINEER under this Agreement. Notwithstanding the foregoing sentence, MEP ENGINEER represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County/PROGRAM, Texas, and/or any agency thereof, including, Hidalgo County Commissioners' Court or Hidalgo County Head Start Program Policy Council. MEP ENGINEER agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

**15. Subcontracting and Assignment.** The MEP ENGINEER shall not assign, subcontract, or transfer the MEP ENGINEER'S interest in this Agreement without the prior written consent of the PROGRAM. The MEP ENGINEER shall bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subcontractor. No subcontractor relieves the MEP ENGINEER of any responsibilities under this Agreement.

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

**17. Insurance.** Consistent with its status as an independent contractor and at its sole expense, MEP 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, MEP ENGINEER'S activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering MEP ENGINEER'S activities in providing the services to the PROGRAM. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. MEP ENGINEER shall furnish to the PROGRAM certificate(s) of insurance and all renewals throughout the duration of any assigned Project on an Accord form, issued by the insurer that such insurance is in full force and effect. **See attached Exhibit "D", i.e., Certificates of Insurance**, attached hereto and incorporated by reference herein. For each applicable policy, MEP ENGINEER shall name the PROGRAM as an additional insured. MEP ENGINEER shall notify the PROGRAM a minimum of thirty (30) days in advance of cancellation of all or part of a policy. MEP ENGINEER shall make any other insurance documentation available to the PROGRAM upon request.

**18. Licenses.** As a condition of this Agreement, MEP ENGINEER shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof to provide the required Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and the MEP ENGINEER shall immediately notify the PROGRAM.

**19.** All trucks or vehicles operated by the MEP ENGINEER to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of MEP ENGINEER who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. MEP

ENGINEER shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

**20. Payment of Franchise Tax.** The MEP ENGINEER hereby certifies that the MEP ENGINEER is not delinquent in Texas franchise tax payments, or that the MEP ENGINEER is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the PROGRAM.

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

**22. Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order, or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them to the legal requirements and only during the time such conflict exists. In case anyone, or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

**24. No Waiver.** No waiver by PROGRAM of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through an

agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by PROGRAM and MEP ENGINEER, and not otherwise.

**26. Venue.** This Agreement shall be construed under and in accordance with the Federal law and Texas law, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The MEP ENGINEER hereby consents to personal jurisdiction in Hidalgo County, Texas.

**27. INDEMNIFICATION.** MEP ENGINEER shall indemnify and hold harmless Program, its elected officials, employees, and agents from any and all claims, damages, losses, and expenses including reasonable attorney's fees for the defense of any action against Program to the extent arising out of, resulting from, or connected with the negligent provision of the services by MEP ENGINEER under this contract. Said indemnity shall cover any intentional misconduct, negligent act, or failure to act by the MEP ENGINEER, its agents, or employees, this indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement become necessary.

**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: Richard Cortez, County Judge  
  100 E. Cano, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78539

CC:                               **Hidalgo County Head Start Program**  
  Attn: Irma Peña, Executive Director  
  1901 W. State Hwy. 107  
  McAllen, TX 78504

If to Engineer:               STRADA Engineering and Consulting, LLC.  
  Attention: Oscar Cancino, P.E., President  
  Address: 5111 North 10 St # 366  
  McAllen, TX 78504

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.

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

**30. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

**32. Authority.** The execution and performance of this Agreement by PROGRAM and MEP ENGINEER have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligation of PROGRAM and MEP ENGINEER in accordance with its terms.

**33. Professional Seal.** All documents and data furnished by the MEP ENGINEER to the PROGRAM shall bear the Professional seal of a licensed engineer employed by the MEP ENGINEER.

**34. Commitment of Current Revenues Only.** In the event that, during any term hereof, the PROGRAM does not appropriate sufficient funds to meet the obligations of PROGRAM under this Agreement, PROGRAM may terminate this Agreement upon thirty (30) days written notice to MEP ENGINEER. PROGRAM 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 PROGRAM. *Agreements for the acquisition, including the lease of real or personal property under Tex.Loc.Govt.Code §271.903:* In the event that during any term hereof the PROGRAM does not appropriate sufficient funds to meet the obligations of PROGRAM under this agreement, PROGRAM may terminate the Agreement upon thirty (30) days written notice to MEP ENGINEER. PROGRAM agrees, however, to use a best efforts attempt to

obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of PROGRAM in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

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

**36. Nondiscrimination.** MEP 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.

**37. Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to Appendix II-Contract Provisions for Non-Federal Entity Contracts under Federal Awards of 45CFR Part 75- UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS.

*[Signature page to follow]*

WITNESS WHEREOF, the MEP ENGINEER and the HIDALGO COUNTY HEAD START PROGRAM, acting herein by and through the HIDALGO COUNTY COMMISSIONERS' COURT and the HIDALGO COUNTY HEAD START PROGRAM POLICY COUNCIL have caused this Agreement for Professional Services for 60 days thereafter with effective date to be determined and a Notice to Proceed to be sent to STRADA Engineering and Consulting, LLC.

*Approved by Commissioner's Court on 02-17-2023.*

**MEP ENGINEERS**

**FIRM NAME: STRADA Engineering and Consulting, LLC.**

\_\_\_\_\_  
Oscar Cancino, P.E., President  
STRADA Engineering and Consulting, LLC.

**COUNTY:  
HIDALGO COUNTY**

**HIDALGO COUNTY  
HEAD START PROGRAM**

\_\_\_\_\_  
*Richard Cortez*

\_\_\_\_\_  
*Irma Peña*

Richard Cortez, County Judge  
County Judge

Irma Peña  
Executive Program Director

**ATTEST:**  
\_\_\_\_\_  
*Arturo Guajardo, Jr.*  
Arturo Guajardo, Jr., County Clerk

APPROVED BY  
COMMISSIONERS COURT  
ON: 2/17/23 *gob*

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney-Civil Litigation Division

\_\_\_\_\_  
*Victor Garza*  
Victor Garza, Assistant District Attorney

**APPROVED AS TO FORM**  
Ricardo Gonzalez, P.C.  
Dbá Oxford and Gonzalez  
\_\_\_\_\_  
*Ricardo Gonzalez*  
Ricardo Gonzalez, Attorney

AI- 89706  
Date approved by Policy Council: 02-15-2023  
Date approved by Commissioners Court: 02-17-2023

**ATTACHMENTS:**

**EXHIBIT A- (1) (2) Understanding of the Project**

**EXHIBIT B – Scope of Services to be provided by the Engineer**

**EXHIBIT C – Compensation and Project Schedule**

**EXHIBIT D – Certificate of Insurance**

**EXHIBIT E – Supplemental Agreement**

**EXHIBIT F – COVID-19 Safety Protocols**

# **Exhibit A-1**

**Hidalgo County Head Start Program  
Outdoor Learning Environments and Discovery Classrooms  
Facility Components: Scope of Work**

Facility	Square Footage	Structure Type	Number	Where Located	Other
1. Large Pavilion	7,000 Sq. Ft. Accommodates 200 children with 35 sq ft per child Increase size to accommodate storage and restrooms	Metal-enclosed overhanging doors	1	Entrance of area	<b>Storage Space-</b> for equipment <b>Restrooms</b> Adults- 5 stalls for women and 5 for men <b>Projection Screen</b> <b>Retractable Stage</b>
2. Pavilion/Outdoor Classroom Spaces	770 sq. ft. each to accommodate 22 children in each 30 x 30 Lavatories	Metal roof, Stained natural wood posts, trim West side wall shade Stamped concrete floor-wild life patterns Ceiling/Cooling Fans	7	As Indicated preliminary site map	Electricity Lavatory Drinking water fountain Closet
3. Learning Walls	8' length x 8' width	Wood post bulletin board w/plexi cover Wooden Framed- with stamped/carved/burned nature patterns 12" from ground Benches/railroad ties-seats for children 12" metal roof	7	Between each pavilion/classroom On outside of larger trail	
4. Walking Trails	Width: 6'	Crushed granite Concrete boarder on either side- stamped? Lighted	2	Concentric Center of area	One around custom design play structures; One around pavilion/classrooms

**EXHIBIT A**

<b>Facility</b>	<b>Square Footage</b>	<b>Structure Type</b>	<b>Number</b>	<b>Where Located</b>	<b>Other</b>
5. Instructional Play Area (Alternate)		Custom designed Animal Homes i.e., bird nest, hollow trunk, honey comb, beaver home, snail, home bird house, egg shell, rabbit hole, etc.	10 different structures	Center of area within first trail	Children should be able to climb in; with fall zones to Meet Child Care Licensing Standards
6. Rest Rooms		2 Buildings-air conditioned	Girls: 4 flushing units; 1 adult Boys: 2 urinals and 2 flushing units; 1 adult	One set of 10 on north side entrance; another on south side of facility	Meet Child Care Licensing Standards for at least 200 children-1 flushing unit per 17 children
7. Fencing		Privacy fence Plants – Bougainvilles	2 sides	West and north side	
8. Entrance Gate		Rod iron- "Majestic" gates with scrolls related to wildlife on cantera or stone columns			Small cascade on either side
9. Storage Areas	One unit 70' x 30' with 7 smaller closets/one per Pavilion/Classroom open to a hallway One open unit 20' x 30' with wide garage door and regular door	Climate controlled for smaller units	2 units	Next to or part of large pavilion in addition to the 7,000 sq. ft.	
10. Drinking Water Fountains Lavatories				At each small pavilion/classroom	

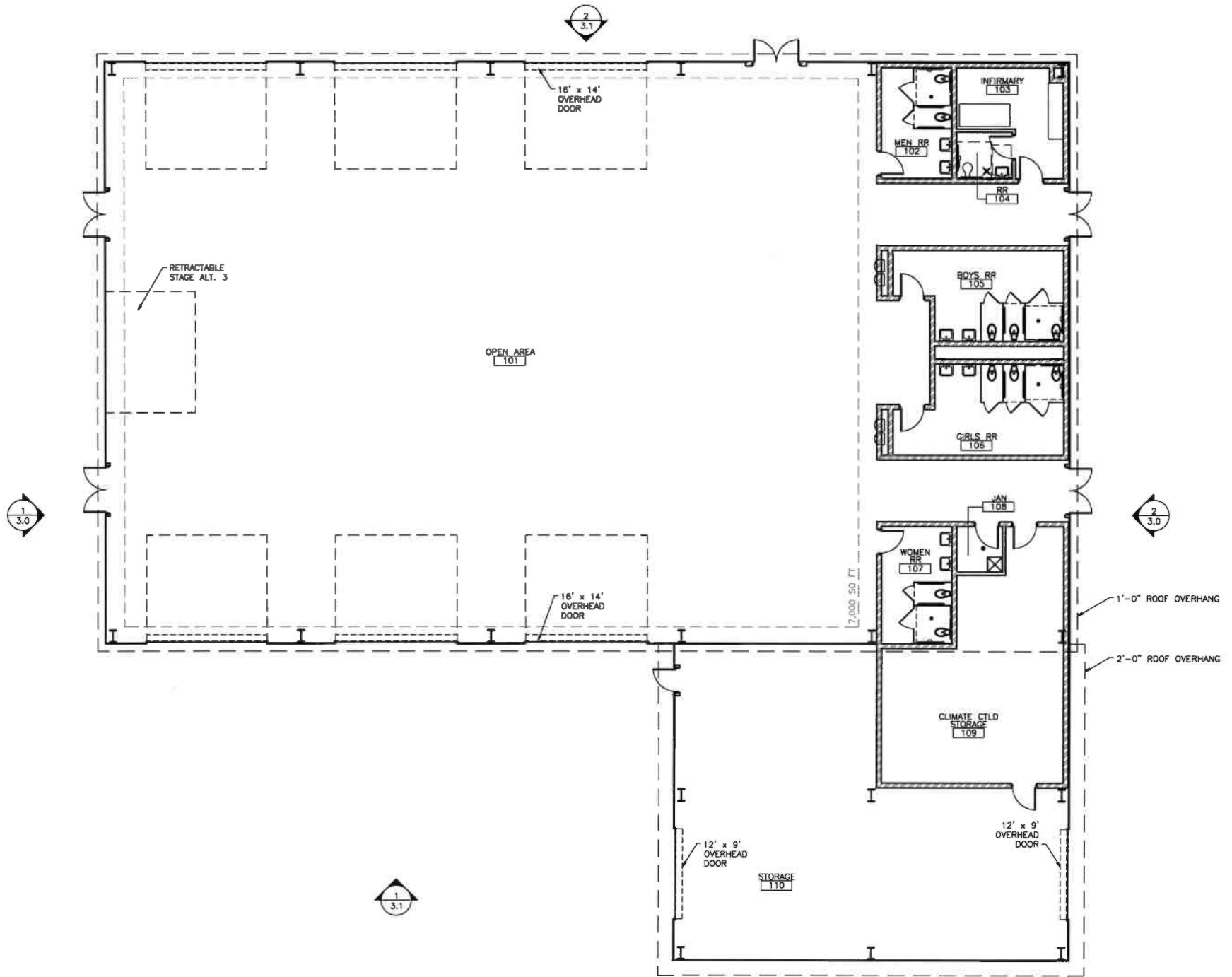
**EXHIBIT A**

<b>Facility</b>	<b>Square Footage</b>	<b>Structure Type</b>	<b>Number</b>	<b>Where Located</b>	<b>Other</b>
11. Landscaping to reflect variety of local species; child friendly; to attract birds, butterflies and other small wildlife		Divided in sections 8'x8' to facilitate maintenance Remove brush in specific areas	Throughout facility	Entire area save identified trees/shrubs/plants	Areas with redundant shrubs, plants, trees to be replaced local species Use list from Edinburg/Weslaco parks
12. Irrigation/Sprinkler system		For specified areas, bird baths, drip fountains			
13. Utilities		All covered areas will need electricity, water		All Areas	
14. Water and feeding areas for birds, butterflies and wildlife		Slow drip fountain feeders – custom made or purchased	7	Throughout the facility	
15. Water fall with small pond 2 Small cascades on either side of entrance gate		Stone/Custom made reservoir	1 2	Entrance	
16. Observation areas with protective walls at feeding/watering areas for bird/butterfly/or wildlife watching		Outdoor benches, stools behind a wall with cut out observation window	7	Throughout the facility	

08.17.2021 @ 7:56 am

# **Exhibit A-2**





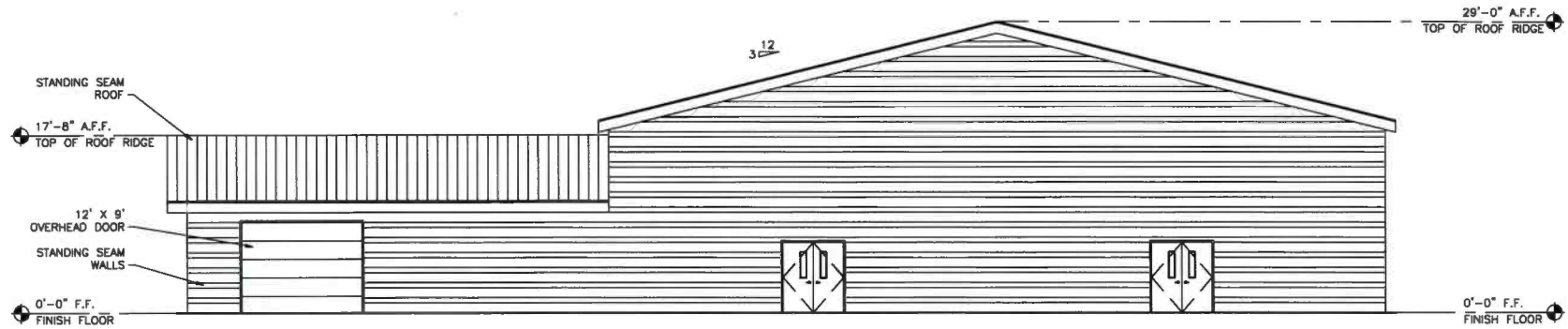
**PRELIMINARY PROJECT SUMMARY:**  
 TOTAL SQUARE FOOTAGE 11,863 SQ FT  
 OPEN AREA SQUARE FOOTAGE 7,000 SQ FT  
 STORAGE SQUARE FOOTAGE 2,158 SQ FT



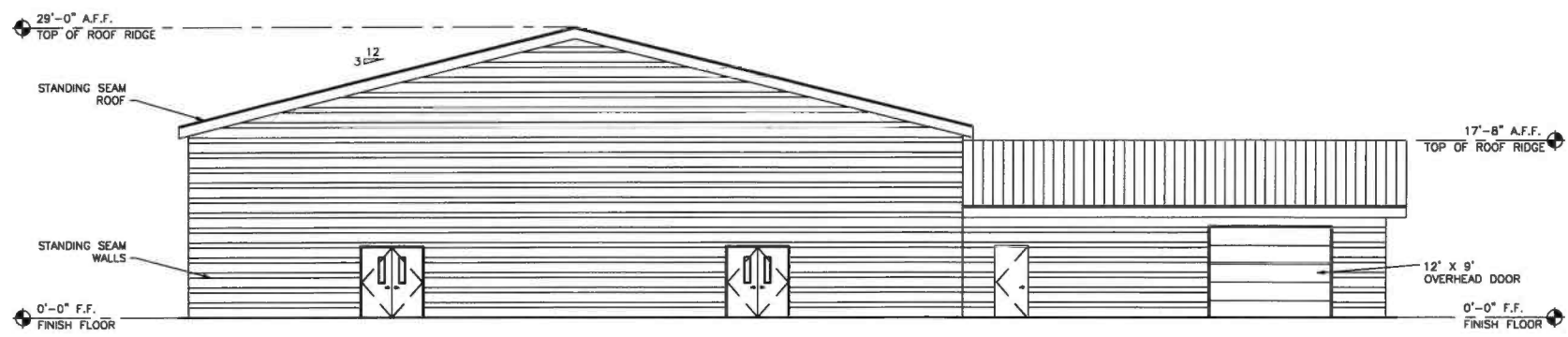
HIDALGO COUNTY HEAD START  
 LARGE PAVILION

CONCEPTUAL  
 FLOOR PLAN  
 11-03-2021  
 SCALE 1/8"=1'-0"  
 PROJECT NO. 1822101

**A2.0**

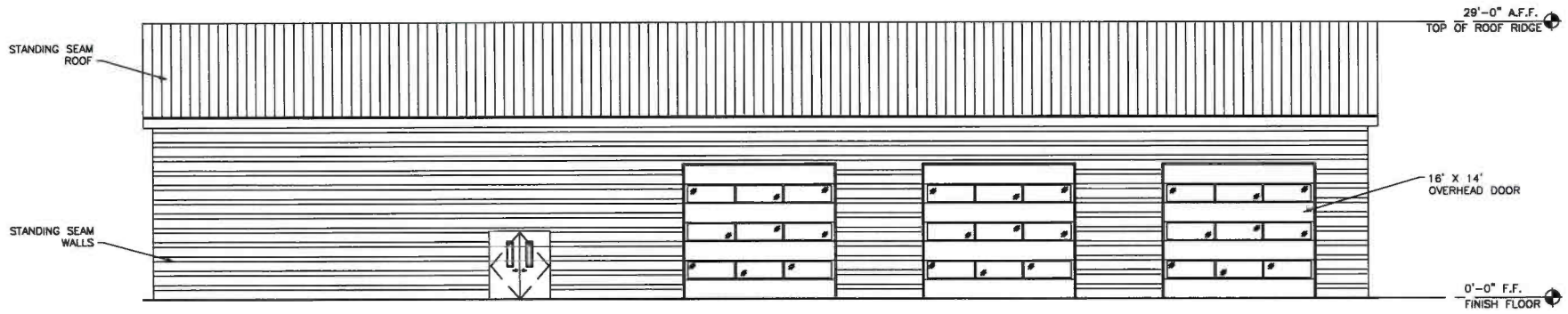


PAVILION SOUTH ELEVATION 2

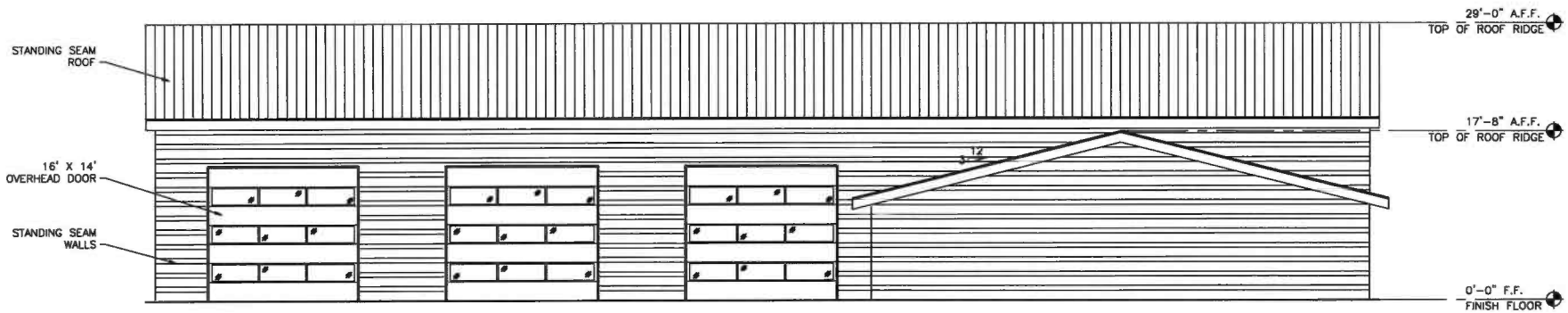


PAVILION NORTH ELEVATION 1





PAVILION EAST ELEVATION 2



PAVILION WEST ELEVATION 1



# **Exhibit B**

## **EXHIBIT "B"**

### **Services to be Provided by the Engineer**

The following, though not limited to, provides an outline of the services to be provided by the **Engineer** that may be incorporated into individual Work Authorizations in the development of the **Project**.

### **ADVANCE PROJECT DEVELOPMENT – FINAL PLANNING DOCUMENTS AND PRELIMINARY ENGINEERING**

Specific **APD** activities to be performed by the **Engineer** include final planning and preliminary engineering, including preliminary design through coordination with project Architect.

- (1) The **Engineer** shall perform site visits for field reconnaissance; site visits to be performed by designers and environmental staff to identify constructibility issues, including constraints and potentially significant structures.
- (2) The **Engineer** shall gather data to include, but not be limited to previous studies, land records, property and facility management records, land use, engineering data, permits, public safety requirements, and/or environmental requirements from previous studies.
- (3) The **Engineer** shall coordinate and conduct a preliminary concept conference.
- (4) The **Engineer** shall develop the project design criteria (utility, etc.) in accordance with industry guidelines; preliminary typical sections shall be developed and conform to the approved project design criteria.
- (5) The **Engineer** shall prepare preliminary cost estimate.

#### ***Geotechnical***

The **Engineer** may provide geotechnical services to include, but not be limited to: soil exploration, sample testing and identification of soil properties, and recommendations through a geotechnical report. This purpose is for onsite sanitary sewer design if needed.

#### ***Data Collection***

- (1) The **Engineer** shall perform site visits for field reconnaissance.
- (2) The **Engineer** shall identify and obtain data to include, but not be limited to:
  - Previous Studies:***
    - (a) Existing utility plans and/or projects.
  - Land Records:***
    - (b) Parcel mapping

***Engineering***

- (c) Utility Location
- (d) Subdivision review/lot mapping

**FINAL DESIGN AND PS&E**

For each portion of the Project, the Engineer shall provide the Owner with final design and a complete and approved set of plans for the construction of the **Project**. Specific activities include:

***Geotechnical Investigations***

The **Engineer** may perform final geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

***MEP Design***

The **Engineer** shall perform utility design for proposed project location incorporating existing utilities of the **Project**. The design of these mechanical, electrical, and plumbing shall conform to the **Project** design criteria, and when possible the standard designs, required by the owner (city, county, or state) of the associated roadway. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

***PS&E***

- (1) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.
- (2) All final plan sheets shall be developed, by the **Engineer**, in format as required to incorporate into **architectural plans**.
- (3) Graphics files shall be developed by the **Engineer** in required design file format, and must plot consistent with the reproducible plots submitted.
- (4) **Plan Sheets**. Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile (if required), design layouts for MEP divisions of work and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

- (5) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures (if applicable).
- (6) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

## **CONSTRUCTION MANAGEMENT AND INSPECTION**

The **Engineer** shall provide engineering services for each authorized construction contract of the **Project**. Specific engineering work activities, tasks, and/or special services to be provided by the **Engineer** will include:

### ***Project Site Inspection***

- (1) In general, the **Engineer** shall provide the engineering support and data required for consultation and advisement to the **Owner**.
- (2) **Daily and Weekly Reports.** The **Engineer** shall provide the engineering support and data, required to monitor the **Contractor's** progress, monthly progress report to the **Owner**.
- (3) The **Engineer** will provide **Project** site inspection of the authorized construction contract as follows:
  - (a) **Project Engineer.** The **Engineer** will provide visits by the **Project Engineer** or a competent representative of the **Engineer** to the site of construction at least three times each month for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications.
  - (b) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a **Resident Engineer** and/or construction inspector(s) for continuous on-the-site inspection construction.

### ***Miscellaneous Technical Activities***

- (1) **Construction Field Surveying.** The **Engineer** may perform all field surveys and field layouts, including construction staking and right of way staking.
- (2) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.
- (3) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:
  - (a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
  - (b) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

Hidalgo County / STRADA Engineering and Consulting, LLC  
Agreement for Professional Services – (Hidalgo County Headstart)

- (4) **Change Orders.** When applicable, the **Engineer** will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

***Final Acceptance***

- (1) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the engineering support and data required for the initial operation of the **Project**. This will include inspection for conformance and record-keeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the **Project Engineer** or **Resident Engineer**, as directed by the **Owner**.
- (2) **As-Built Drawings.** The **Engineer** may develop as-built drawings to show the work as actually constructed.

# **Exhibit C**



"Hidalgo County Headstart Project "

**Exhibit "D" - Contract Rates**

(STRADA Engineering and Consulting, LLC)

<b>Job Description</b>	<b>Base Rate</b>	<b>Contract Rate</b>
Principal	95	251.75
Project Manager	75	198.75
Env Manager	54	143.1
Env Scientist	38	100.7
Env Tech	25	66.25
Engineer Elec/Struc/Mech	62	164.3
Engineer V	55	145.75
Engineer I,II	40	106
RPLS	52	137.8
2- Man Survey Crew	40	106
3-Man Survey Crew	50	132.5
CADD/GIS Tech/Inspector	24	63.6
Desinger	35	92.75
EIT	27	71.55
Secretary	20	53

Multiplier 2.65

# **Exhibit D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2023

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

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

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1400 N. McColl Road, Suite 105 McAllen TX 78501  License#: 2081754	<b>CONTACT NAME:</b> Erika Alanis, CISR <b>PHONE (A/C, No, Ext):</b> 956-682-9423 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 956-687-1286													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Lloyds Insurance Company</td> <td>38253</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C : Travelers Casualty Insurance Company Of America</td> <td>19046</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Lloyds Insurance Company	38253	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Travelers Casualty Insurance Company Of America	19046	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Lloyds Insurance Company	38253														
INSURER B : Texas Mutual Insurance Company	22945														
INSURER C : Travelers Casualty Insurance Company Of America	19046														
INSURER D :															
INSURER E :															
INSURER F :															

**INSURED**  
 M E P Solutions Engineering  
 600 E Beaumont Ave Suite 2  
 McAllen TX 78501

**COVERAGES**

CERTIFICATE NUMBER: 732309841

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			65SBATP2855	1/2/2023	1/2/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65SBATP2855	1/2/2023	1/2/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002023602	11/15/2022	11/15/2023	<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
C	Professional Liability			105395602	1/2/2023	1/2/2024	Each Claim	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Strada Engineering & Consulting, LLC  
 5111 N. 10th Street  
 Suite 366  
 McAllen TX 78504

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

# **Exhibit E**



**CONSULTANT/** \_\_\_\_\_

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

Address for Giving Notices:

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

**THE PROGRAM:**

**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Richard F. Cortez, County Judge

**HIDALGO COUNTY**

**HEAD START PROGRAM**

**BY:** \_\_\_\_\_  
Irma Peña, Program Director

**LIST OF ATTACHMENTS**

\_\_\_\_\_  
HCHSP Outdoor Learning Environment and Discovery Park

# **Exhibit F**

**ADDENDUM TO C-23-01-02-21**  
**STRADA Engineering and Consulting LLC.**

**ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR  
FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

(a) Definition. As used in this clause –

United States or its outlying areas means-

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnson Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This Clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the State Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.


(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

**ACKNOWLEDGEMENT:**

**ALPHA INFRASTRUCTURE ENGINEERING, PLLC**

\_\_\_\_\_  
**OSCAR CANCINO., PE**  
**PRESIDENT**

**HIDALGO COUNTY HEAD START PROGRAM**

  
\_\_\_\_\_  
**BY: IRMA PEÑA**  
**EXECUTIVE DIRECTOR**