

5. AI-90339 *su p 1/2* A. Requesting approval of Agreement with Wiss, Janney, Elstner Associates, Inc. [WJE] for Professional Consulting Services in connection with the "New Hidalgo County Courthouse" Project.
B. Requesting authority for the County Judge and/or County Executive Officer, to sign all required documents.

B.

Pct. 1

Consulting Services Agreement

1 of 19

C-23-0136-04-04 (Hid. Co & WJE)

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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR CONSULTING SERVICES
C-23-0136-04-04

THIS AGREEMENT is made on the 4th day of April 2023 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”), and **WISS, JANNEY, ELSTNER ASSOCIATES, INC. (WJE)** (“Consultant”) to serve at the pleasure of the Hidalgo County.

WITNESSETH:

WHEREAS, County desires to contract with Consultant to perform the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Consultant has agreed to provide services enumerated hereinafter to County.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County with ongoing, as needed, **Professional Building Enclosure Consulting Services Related to The New Hidalgo County Courthouse** (hereinafter “Service”) as offered by Consultant. Pursuant to Article 262.024 “The Professional Service Procurement Act”, Texas Local Government Code, the County has requested a proposal from the consultant to assist the County in providing said Services. The Services include, but are not limited to, the items listed on Proposal for Consulting Services, Scope of Services, and Terms and Conditions attached herein and incorporated by reference as Exhibit “A”.

2. Consultant will report any problems or recommended changes in the performance of the Services to the County.

3. For and in consideration of the Services to be rendered by the Consultant, as identified in Exhibit “A”, attached hereto, County agrees to pay Consultant the rate indicated in the Proposal for Consulting Services Budget and Fees, attached Exhibit “B” “Fee Schedule” for Service(s), attached herein

and incorporated by reference, performed hereto however, in no event should the fees for Consultant exceed the rate indicated on Exhibit “B” “Budget and Fees”. Services shall be payable against a written invoice submitted by Consultant on or before the 30th day following receipt of the invoice.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that s/he is an independent Consultant and is not an employee of County or any agency thereof, and represents and warrants that s/he does not desire or request any fringe benefits provided to employees to County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The County may terminate this Agreement without cause upon thirty (30) days written notice at any time for any reason or no reason at all. In the event, this Agreement is terminated without cause by County, but not otherwise any unpaid fees or compensation owing to Consultant at the time of termination under this Agreement will be due and payable to Consultant within thirty (30) days following the time of termination of the Agreement.

6. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964, as amended.

8. The term of this Contract shall be in force and effect for a period of one (1) year, commencing on **April 4, 2023**, and expiring on **April 3, 2024**, unless sooner terminated.

9. Notice. 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 be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

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

CC: **Valde Guerra
County Executive Officer
505 S. McColl Rd.
Edinburg, Texas 78539**

If to Consultant: **WISS, JANNEY, ELSTNER ASSOCIATES, INC.
4321 West Sam Houston Parkway North, Suite 190
Houston, Texas 77043**

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 addressee or, if mailed, at such time as it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Consultant agreement shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

13. 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.

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

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate any duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract 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.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

20. Ethical Provision. It is understood that the employees of the County or individuals acting as agents for the County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that

Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County 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 the County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

22. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

23. **Representation and Warranties.** Consultant represents and warrants to County all representations and warranties made by Consultant are true and correct as of the date hereof. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion elect to terminate this

Agreement, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Agreement.

24. Insurance. Consultant shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) **Workers Compensation**, if applicable, endorsed with a waiver or subrogation in favor of the County in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers Compensation Law ("Statutory Texas")
- (1) **Commercial General Liability**, endorsed with the County as an additional insured with limits of liability not less than one million dollars (\$1,000,000.00) combined single limit, each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, if applicable, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of the County in limits of liability not less than two hundred fifty thousand dollars (\$250,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and one hundred thousand dollars (\$100,000.00) each occurrence for property damage.

25. 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.

26. Nondiscrimination. Consultant, 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/agreement. Contractor agrees to comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964, and assurances therein, which are incorporated herein and made a part of this agreement for all purposes.

27. Required Contract Provision for Contracts Subject to Federal Award (if applicable). If applicable, Consultant agrees to abide by provisions of Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards and required Federal Emergency Management Agency (FEMA) contract clauses which are incorporated herein and made part of this agreement for all purposes.

28. Confidentiality. Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential. Release of information is subject to the provisions of the Texas Public Information Act (PIA).

29. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by the County and Contractor.

30. 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON APRIL 4, 2023

Agenda Item No. 90339

Executive Office: MM

CONSULTANT:
WISS, JANNEY, ELSTNER ASSOCIATES, INC.

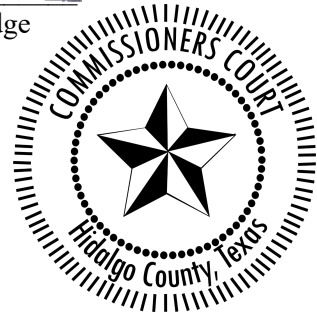
Steven Spencer
Steven Spencer (Apr 6, 2023 08:41 CDT)

Steven Spencer, PE
Associate Principal & Project Manager

COUNTY:
COUNTY OF HIDALGO

Richard F Cortez

Hon. Richard F. Cortez, County Judge



APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

VM Garza

Victor M. Garza, Assistant District Attorney

ATTEST:

Arturo Guajardo Jr

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Exhibit A – Scope of Services
Exhibit B – Budget and Fees

SUPPLEMENTAL SIGNATURES:
(If Applicable)

EXHIBIT “A” “SCOPE OF SERVICES”

Provide Professional Building Enclosure Consulting Services to the County of Hidalgo, Texas related to The New Hidalgo County Courthouse. For purposes of this agreement the Consultant will provide the services as detailed in the following proposal:



Wiss, Janney, Elstner Associates, Inc.

4321 West Sam Houston Parkway North, Suite 190, Houston, Texas 77043

832.467.2177 tel

Texas Registered Engineering Firm F-0093

www.wje.com

March 2, 2023

Daniel McCart, CCM, PMP, PMI-SP
Program Manager
Jacobs
818 Town and Country Boulevard, Suite 500
Houston, TX 77058

Proposal for Professional Consulting Services – Revision 1

Hidalgo County Courthouse

WJE No. 2023.0765.0

Mr. McCart:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this proposal to Jacobs for professional building enclosure consulting services related to ongoing conditions at Hidalgo County Courthouse located at 100 N Closner Blvd in Edinburg, Texas. This proposal includes our proposed scope of services, fee estimate, and the means for you to authorize us to perform the scope of services.

PROJECT BACKGROUND

Hidalgo County Courthouse is a recently constructed, approximate 330,000 square foot, 7-story tall courthouse building nearing construction completion. Jacobs Project Management Co. (Jacobs) is serving as the project manager, HDR Architecture Inc. (HDR) and ERO Architects (ERO) are serving as the Architect, and Morganti Texas, Inc. (Morganti) is serving as the Construction Manager. The building enclosure systems consist of glazed aluminum curtain wall, storefront windows, Portland cement plaster (stucco), porcelain wall cladding, and metal wall and soffit panels for the facade (Figure 1, below). Single-ply thermoplastic polyolefin (TPO) membrane is provided for the roof covering.



Figure 1. Overall view of north and east elevations at new Hidalgo County Courthouse. Image from Google Maps.



Based on email and phone correspondence with Jacobs to date, conference call with the Project Team on February 7, 2023, and a cursory review of record construction documents provided by Jacobs to WJE on February 23, 2023, the building is experiencing various conditions of air and water infiltration, as well as hygrothermal issues throughout the facade and roof. In addition, there is also reported non-conforming work installed by the Construction Manager and their subcontractors throughout the building. Jacobs has requested WJE to provide a proposal to review the record construction documents, perform a condition assessment with testing of the building components related to the reported issues for potential source(s) of air intrusion and/or hygrothermal issues, with written report and recommendations for corrective action and repair.

SCOPE OF SERVICES

Our proposed scope of services regarding the review, investigation, and testing of the building enclosure for the reported issues at this building are as follows:

- **Task 1-Documents Review:** Perform a cursory review of available documents, including original drawings, record construction documents, previous reports by others, and/or roof warranty information to understand the general construction and current condition of the roof and facade systems.
- **Task 2-Meetings and Interviews:** WJE will participate in up to three (3) meetings by video teleconferencing with representatives from the Project Team before commencing our condition assessment. Any questions or clarifications that emerge from our document review or proposed scope of work will be discussed during the meeting. Investigative openings, if necessary, and testing locations will be coordinated during this meeting.
- **Task 3-Visual Survey:** Perform a cursory visual survey of the roof and facade areas throughout the building via roof access, vantage points, and small Unmanned Aerial Systems (sUAS/drones). If necessary, the visual surveys by our team of licensed engineers and architects will be aided by WJE drone pilots with Remote Pilot certificates, knowledge of Federal Aviation Administration (FAA) Part 107 rules and local regulations, extensive experience flying the drones in a variety of locations, and technical knowledge of the structures that they are examining. WJE complies with all FAA safety requirements and follows the guidelines of ASTM F3178-16 Standard Practice for Operational Risk Assessment of Small Unmanned Aircraft Systems (sUAS). Our visual survey will also include a review of interior conditions at the areas in question.

We have included estimated costs for exterior access rentals (e.g., aerial lift), and interior equipment access rentals (e.g., scissor lifts, ladders); however, access equipment could be provided by the contractors currently on-site to reduce cost.

- **Task 4-Limited Facade and Interior Moisture Surveys:** WJE will perform limited facade and interior moisture surveys, as necessary, that will include the aid of hand-held infrared (IR) thermography and moisture meters. These surveys will be performed in conjunction with the visual survey.
- **Task 5-Differential Pressure Survey:** WJE will perform a differential pressure survey between the interior and the exterior of the building, as well as between the interior spaces and ceilings.



Measurements will be recorded utilizing a DG-1000 micromanometer and smoke tracers to document the in-service air pressurization with the HVAC in operation. This survey will provide positive, neutral, or negative differential air pressure measurements to determine if air infiltration or exfiltration is occurring through the building enclosure, which will inform us of any possible conditions related to air leakage or humidity control issues related to general building pressures relative to the exterior.

- **Task 6-Blower Door Air Leakage Testing:** WJE will perform differential pressurization and depressurization air leakage site detection per ASTM E1186. This will include inducing a differential pressure across the building envelope using calibrated blower door fans in conjunction with infrared imaging and/or theatrical fog to help locate air leakage paths into the building that may not be readily apparent under normal building pressurization. This testing will better enable us to accurately determine air leakage sites that may be contributing to the reported conditions.
- **Task 7-Water Testing:** WJE will conduct limited diagnostic water testing at areas of reported issues. WJE will perform diagnostic water testing of select areas in general accordance with AAMA 501.2, *Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems*. These test efforts will be performed utilizing a Type B-25, #6.030 brass nozzle with a 1/2-inch FNPT as manufactured by Monarch Manufacturing Works, Inc., as required by the AAMA 501.2 standard and at a pressure between 30 and 35 psi, or as determined by field personnel suitable for the project. WJE will provide the test equipment, hoses, and booster pumps as required to achieve the required test pressure. Sufficient water and electricity sources are to be provided by the Owner.
 - **Task 7a-E1105 Testing (Add Option 1):** WJE can perform field air and water penetration testing of the glazed systems on the building in accordance with ASTM E783 and ASTM E1105 chamber testing. We would propose chamber testing on eight (8) glazed wall system specimens during one mobilization. We would allocate (4) days on-site for this testing.
 - **Task 7b-AAMA 501.1 (Add Option 2):** In addition to or in lieu of the chamber testing, WJE could perform dynamic testing of the glazed systems, cladding, and perimeter conditions in accordance with AAMA 501.1-17 using a calibrated aircraft engine equipped with water spray nozzles. The engine is supported and maneuvered between test locations using a project-supplied 10K Telehandler forklift. Engine placement and stabilization may require in field anchorage considerations that can only be assessed on-site. Testing is based on calculated wind speed equivalent to the project specified static test pressures for water penetration resistance. We would allocate (4) days on site for this testing, in which multiple facades and large portions of the building can be tested.

Access to the test areas, as well as water and electrical sources shall be provided by the Owner or Construction Manager. If the dynamic testing is selected in lieu of chamber testing, the Construction Manager will provide the 10K Telehandler forklift, which is not currently included in our fee proposal.

Any water testing methods selected will be diagnostic in nature to understand the issues that are reportedly occurring and to what extent. Testing for Project Record, previous project re-testing, or additional testing as a result of testing failure is currently not included in this proposal, but can be performed as an Additional Service or under separate proposals.



- **Task 8-Roof Moisture Survey.** WJE will conduct an infrared (IR) survey and roof cores/probes, in an attempt to identify locations of entrapped water or saturated insulation within the low-slope membrane roofing assemblies. Full descriptions for our anticipated scope of services are as follows:
 - **Task 8a-Infrared Survey:** We will perform an infrared (IR) thermography survey at the roofs using an unmanned aerial system (UAS or drone) and/or hand-held IR thermal imagers. IR testing equipment and thermal imagers measure surface temperature variations, which will typically indicate the presence of moisture in the underlying materials. The IR survey will be performed at night, starting shortly after dusk, and we require access to all roof levels in the evening in order to obtain the highest viewpoint for performing the IR survey. Locations of suspected moisture in the roof assembly will be marked with chalk or spray paint on the roof surface.

Infrared surveys will be conducted at all accessible roof areas, including Grand Roof, Level 4 roof, Level 3 roof, and Central Utility Plant. The survey will include the field of the roof, as well as below mechanical units, as possible without limitation. At roof locations where an infrared survey is not feasible, we will supplement our moisture survey with non-destructive impedance moisture meters and scanners (e.g., Tramex Roof and Wall Scanner, or similar). We anticipate the IR surveys can be completed in one (1) evening by two (2) WJE personnel.
 - **Task 8b-Roof Cores/Probes:** We will conduct roof cores and/or probes the following day to confirm the results of our infrared survey and potential locations of entrapped moisture. WJE can perform temporary roof patches at any roof cores/probes; however, we recommend permanent repairs be performed by a qualified roofing contractor to perform permanent repairs. Our fee below does not include contractor costs to repair roof cores/probes, as we recommend these repairs be performed by a preferred contractor hired by the Owner.
- **Task 9-Post Survey Meeting:** WJE will discuss with representatives from Project Team upon completion of our surveys and testing. This meeting will outline our preliminary findings and briefly discuss the recommended options that we intend to include within our report.
- **Task 10-Written Report:** Following our assessment, we will submit a written report that summarizes items that have been identified as potentially problematic and discusses our findings and recommendations for corrective action. Further investigations, including inspections openings and/or material sample testing, may be recommended to better inform our repair recommendations; however, this letter report will attempt to provide corrective action options for Project Team review.

If determined that HVAC issues are apparent as a result of our surveys, additional investigation and sub-consultants for the HVAC systems may be required for corrective action. WJE is capable of facilitating additional sub-consultants; however, HVAC issues related to the mechanical equipment are outside of our expertise.

LIMITATIONS

Services beyond those described above which would likely provide more detailed information regarding the condition and performance of the building enclosure (e.g., inspection openings and/or comprehensive water/air leakage testing), are not included in the current proposed scope, but can be performed as Additional Services if requested. Other building enclosure elements and systems are not included in the



Daniel McCart, CCM, PMP, PMI-SP

Jacobs

March 2, 2023

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proposed scope (e.g., structure, HVAC, etc.). No audit or evaluation of ADA compliance and other life-safety requirements will be provided.

Consulting Services Agreement

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EXHIBIT “B”
FEE SCHEDULE



proposed scope (e.g., structure, HVAC, etc.). No audit or evaluation of ADA compliance and other life-safety requirements will be provided.

BUDGET AND FEES

Due to the uncertainty of the investigation required to determine repair or replacement recommendations, WJE proposes to provide the professional consulting services outlined under the Scope of Services noted above on a **Time & Expense** basis with an established initial hourly fee budget of **\$99,400** and estimated expenses of **\$29,750**. If necessary, we can work with you to adjust the scope and budget estimate to help better meet your needs. We will not proceed beyond the established budget without written authorization from Jacobs and/or subsequent proposals. A breakdown of the estimated consulting fees and budget for this project for the base services are provided below:

Table 1. Estimated Hourly Fee and Expenses Breakdown

Task	Description	Quantity	Fees
1	Document Review	16 Hr.	\$4,480
2	Meetings and Interviews	9 Hr.	\$2,520
3	Visual Survey	72 Hr.	\$20,160
4	Limited Moisture Surveys ^[1]	Incl.	Incl.
5	Differential Pressure Survey ^[1]	Incl.	Incl.
6	Blower Door Air Leakage Testing ^[2]	140 Hr.	\$39,200
7	Water Testing ^{[1],[2]}		
7a	AAMA 501.2 Nozzle Testing (Base) ^[1]	24 Hr.	\$6,720
7b	ASTM E1105 Chamber Testing (Add Option 1) ^[2]	100 Hr.	+\$28,000
7c	AAMA 501.1 Dynamic Testing (Add Option 2) ^[2]	120 Hr.	+\$33,600
8	Roof Moisture Survey		
8a	IR Drone ^[1]	12 Hr.	\$3,360
8b	Roof Cores/Probes ^[1]	18 Hr.	\$5,040
9	Post Survey Meeting	4 Hr.	\$1,120
10	Written Report	60 Hr.	\$16,800
		Est. Fees	\$99,400
		Add Option 1	+\$28,000
		Add Option 2	+\$33,600
3	Airfare, Hotel, Transportation, Per Diem; (3) personnel for (3) days		\$4,500
3	Interior and Exterior Access Equipment Rental; (3) days		\$12,000
6	Blower Door Testing Expenses and Equipment; (4) personnel for (3) days ^[2]		\$9,400
7a	Nozzle Testing ^[1]		Incl.
7b	Chamber Testing Expenses; Equipment, Shipping, and Handling ^[2]		+\$8,000
7c	Dynamic Testing Expenses; Equipment, Shipping, and Handling ^[2]		+\$10,000
8a	Drone Equipment, Shipping, and Usage Fees ^[1]		\$850
8b	Roof Cores and Permanent Patching; Contractor Support for (1) day ^[1]		\$3,000
		Est. Expenses	\$29,750



Task	Description	Quantity	Fees
		Add Option 1	+\$8,000
		Add Option 2	+\$10,000

^[1] Separate mobilization may be required; however, we have assumed that these tasks will be performed during Visual Survey mobilization for efficiency and reduction of fees.

^[2] Separate mobilization, fees, and expenses required apart from tasks included during Visual Survey.

Our invoices will be issued monthly. If WJE is requested to provide additional reviews, attend additional meetings, or perform additional site visits, the additional professional fees will be based upon actual hours worked at our standard hourly rate in effect at the time our services are performed. Our current hourly rates are provided below:

Table 2. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Principal	\$330.00	Senior Specialist	\$180.00
Associate Principal	\$280.00	Specialist	\$160.00
Senior Associate	\$250.00		
Associate III	\$220.00	Senior Technician	\$140.00
Associate II	\$190.00	Technician II	\$120.00
Associate I	\$150.00	Technician I	\$100.00

For purposes of staffing this project, we will primarily be utilizing staff from the WJE-Houston, WJE-Austin, and WJE-San Antonio offices. Supplemental assistance and consultation from within WJE’s other twenty-nine offices will be utilized as necessary. The undersigned will serve as WJE’s project manager for this project, which will be providing your point of contact and coordinating our services.

ADDITIONAL SERVICES

Any tasks not specifically outlined in our Scope of Services section above are not included in our Basic Services scope of work or fee. Any services outside of this scope, including additional investigations, will be considered Additional Services and will be billed as time and expenses in accordance with our rates in effect at the time our services are performed, or in accordance with subsequent proposals. Additional services will only be performed with your prior authorization.

AUTHORIZATION

This proposal and our *Terms and Conditions* will be the contract under which all of our services will be provided (copy attached). If this proposal meets with your approval, please email a signed copy of this agreement with you signature in the space provided below to the undersigned at sspencer@wje.com. Please provide any special procedures necessary for your authorization and any special invoicing requirements to help ensure efficient processing of our invoices.



CLOSING

Based on a brief review of the provided documents and ongoing discussions, we are confident that we can be of assistance to investigate and determine the source(s) of the reported issues to provide recommendations for corrective action. Thank you for the opportunity to assist with this project, and we look forward to continuing our relationship with Jacobs. If you have any questions, please do not hesitate to contact us.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Steven Spender, PE
Associate Principal & Project Manager

Attachments: Terms and Conditions

Proposal for Professional Consulting Services

Hidalgo County Courthouse – Edinburg, TX

WJE No. 2023.0765.0

Acceptance:

Authorized Signature

Printed Name

Date

Acting for (Company Name)












C-23-0136-04-04 - WJE

Final Audit Report

2023-04-06

Created:	2023-04-04
By:	HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUnOOywrq4sZG5hsKN4mORINv4RWcbaHD


"C-23-0136-04-04 - WJE" History

-  Document created by HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
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-  Document emailed to spencer@wje.com for signature
2023-04-04 - 10:47:09 PM GMT
-  Email viewed by spencer@wje.com
2023-04-04 - 10:56:35 PM GMT
-  Email viewed by spencer@wje.com
2023-04-06 - 1:40:53 PM GMT
-  Signer spencer@wje.com entered name at signing as Steven Spencer
2023-04-06 - 1:41:43 PM GMT
-  Document e-signed by Steven Spencer (spencer@wje.com)
Signature Date: 2023-04-06 - 1:41:45 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) and margaret.mungia@co.hidalgo.tx.us for approval. One of them to approve
2023-04-06 - 1:41:47 PM GMT
-  Email viewed by margaret.mungia@co.hidalgo.tx.us
2023-04-06 - 2:01:02 PM GMT
-  Signer margaret.mungia@co.hidalgo.tx.us entered name at signing as Margaret Mungia
2023-04-06 - 2:01:34 PM GMT
-  Document approved by Margaret Mungia (margaret.mungia@co.hidalgo.tx.us)
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-  Document emailed to victor.garza@da.co.hidalgo.tx.us for signature
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 Signer victor.garza@da.co.hidalgo.tx.us entered name at signing as Victor M Garza

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 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez

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 Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton

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 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)


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 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

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 Email viewed by arturo.guajardo@co.hidalgo.tx.us


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 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2023-04-06 - 8:55:20 PM GMT


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 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

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