

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**AGREEMENT FOR GENERAL ENGINEERING SERVICES**  
**Contract No. C-07-049-05-22**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings and Plans, Specifications and Estimate for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number One.

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 general engineering, rights of way & field topographic 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 of the **Project** with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A" -Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this

Agreement as identified in **EXHIBIT "B"-Services to be Provided by the Engineer**, 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**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**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 "C"-Work Schedule**, attached hereto and made a part 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 at the close of business on December 31, 2007 (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 Work Authorization 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 Work Authorization 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 "B"**, 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. 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 "B"**, 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 (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-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 reports; 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 improvements provided in each Work Authorization.

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 Request 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 Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization 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 a 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 Work Authorization 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 Work Authorization, 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 "E" – 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 Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, 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 "D"**, attached hereto. The **Work Authorization** 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 **Work Authorization'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** 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 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 "F" – 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 "D"**, 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 costs 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 "D"**, 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 to enable it to reduce the construction cost of the Work Authorization 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 of the Work Authorization, and the option or options were not

selected or approved by the **Owner** to be incorporated into the final plan of the Work Authorization. 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 **Work Authorization**, 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 Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without 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 Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. 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 Work Authorization 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 Work Authorization 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 without the prior written consent of the **Owner**. 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 to 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 the Work Authorization 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 any Work Authorization 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** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums 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 Work Authorization, 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 performed in Work Authorizations, 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 for 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 improvements in each Work Authorization 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 "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, 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 Work Authorization 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.

(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 Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization 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 improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize

specific dangers that may arise from the proper use of the improvements 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 improvements are within a class of foreseeable persons who will be relying on the improvements 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 "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer's** inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization'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 Work Authorization, 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** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit 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 Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization 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 improvements, 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 Work Authorization 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 Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, 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 improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** 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 "**Indemnitees**") 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.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of \$1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) 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 of Insurance** shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. 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 Work Authorization by the **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, worker's 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. Noncollusion.** 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 seeking 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 herein above. 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 a tax. A false statement concerning corporation's 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

<b>OWNER:</b>	<i>Hidalgo County</i>	<b>ENGINEER:</b>	<b>TEDSI Infrastructure Group</b>
	<i>100 East Cano, 2<sup>nd</sup> Floor</i>		<b>1201 E. Expressway 83</b>
	<i>Edinburg, Texas 78539</i>		<b>Mission TX 78572</b>

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

**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. There 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 of 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 a 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 of any terms thereof shall impair the **Owner's** rights 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 express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable 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.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2007.

**ENGINEER:**  
**TEDSI Infrastructure Group**

**BY:** \_\_\_\_\_  
Jesse Salinas, Principal

**OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas III, County Judge

**ATTEST:**

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

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be Provided by the Owner
- EXHIBIT B** -Scope of Services to be Provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Contract Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

Approved As To Form:  
Atlas & Hall, LLP

By: \_\_\_\_\_  
*AH*

## EXHIBIT "A"

### 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 **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- 1) Authorization to the Engineer to begin work.
- 2) Payment for work performed by the engineer.
- 3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 4) Provide any available relevant data that may on file concerning the Project.
- 5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- 7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
- 8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
- 10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 11) Provide Engineer with Geotechnical Data for pavement design and thickness.

## EXHIBIT "B"

Services to be Provided by the Engineer

### **MILE 2 WEST ROAD – PHASE II**

Mile 12 North to Mile 7 ½ North

CSJ: 0921-02-170  
Highway: Mile 2 West Road  
County: Hidalgo  
Limits: From Mile 12 North Road, south to Mile 7-1/2 North  
Project Length: 4.5 miles  
Area Office: Pharr Area Office

Project Description  
Reconstruct and Widen Roadway

Existing Conditions  
The existing 20-foot paved two-lane roadway

Proposed Improvements  
Construct 40-foot paved rural roadway consisting of two 12-foot travel lanes and two 8-foot shoulders. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

### **GENERAL MANAGEMENT/COORDINATION**

Function Code: 164

The **Engineer** shall design, develop and prepare all documents in *English* units.

The **Engineer** shall develop/submit a work schedule with milestone activities and/or deliverables identified.

The **Engineer** shall utilize a computer graphics system that is compatible with the **State's** computer system. The computer graphics files will have the same integrity, singularity and attributes as elements generated by the **State's** computer system. Roadway design for the route study will be developed in GEOPAK.

*Right of Entry:* It will be the responsibility of the **Engineer** to secure permission to enter private property for purposes of survey, environmental and engineering/geotechnical investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property and with TX DOT's prior concurrence.

The **Engineer** shall be required to meet as required with designated County and TxDOT representatives to report on the project's progress. The **Engineer** will be required to prepare and submit, on a monthly basis, a formal (typewritten) progress report with a project

schedule that indicates the percentage completion of each task outlined. These will be attached to the monthly invoice when submitted for billing purposes.

The Engineer shall be required to meet with designated State's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.

The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.

The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project as follows:

The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

Peer review will be provided at all levels.

## **PHASE I- ADVANCED PROJECT DEVELOPMENT SERVICES**

### **I. ROUTE AND DESIGN STUDIES**

Task: Preliminary Cost Estimate

Function Code: 110

The engineer shall develop a preliminary cost estimate.

### **II. FIELD SURVEYING**

The Engineer's Surveyor shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.

The Engineer's Surveyor shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".

Task: Establish Benchmark Circuit

Function Code: 150

The surveyor shall Establish Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall

be incorporated into the level loops utilizing the NAVD88 Datum elevations. TxDOT BM control sheets shall be created for the newly establish BMs and included in the deliverables.

Task: Establish Base Lines

Function Code: 150

1. Stake existing centerline and set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
2. Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
3. Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.

Task: Obtain Cross Sections from Field Surveying

Function Code: 150

Task: Ground Topography

Function Code: 150

1. Driveway (Public Access, Commercial, & Private) and Turnouts
  - a. Update inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
2. Side Drains
  - a. Obtain approximate roadway centerline station.
  - b. Obtain size, length, description of structure, and conditions.
  - c. Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
  - d. Label descriptions (size and length) on each side drain.
3. Culverts:
  - a. Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
  - b. Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
  - c. Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
  - d. Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc...) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
  - e. Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
4. Fence, Mailboxes, and Sign Inventory:

1. Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
  2. Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.
5. Utilities:  
Refer to Right of Way Services, "Task: Utilities", for services to be provided by the surveyor.
6. Traffic Flashing Beacons and Illumination
- a. Locate poles and traffic controller box.
  - b. Locate pedestrian poles and height of pedestrian push buttons.
  - c. Located crosswalks and stop bar.
  - d. Obtain lane(s), shoulder(s), left and right turning lanes - taper widths.
  - e. Locate traffic signal heads and illumination.
7. Miscellaneous
- a. This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
  - b. ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.

Task: Deliverables:

1. Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
2. Right of Entry Letters

## **Phase II – Right Of Way Services**

### Task: Ownership Data and Permission for Right of Entry

#### Function Code: 130

The Engineer shall obtain ownership data for all additional impacted property owners within the project limits and shall obtain right of entry from all property owners prior to commencing any work for surveying and/or right of way services. This will be done with a supplemental agreement, as the scope is determined

### Task: Existing Utility Layouts, Utility Coordination and Meetings

#### Function Code: 130

The Engineer shall perform the following duties:

1. The Engineer shall meet with the Area Office and Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall

prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:

- a) Activities completed since last meeting
  - b) Problems encountered.
  - c) Late activities.
  - d) Activities required by the next progress meeting.
  - e) Solutions for unresolved and/or anticipated problems.
  - f) Information or items required from other agencies/consultants.
2. If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
  3. The Engineer shall notify the Utility companies in writing and request the following information in writing:
    - a. Project letting date and request they relocate prior to letting.
    - b. Develop their relocation plan according to Utility Accommodation Policy Manual.
    - c. Forward their relocation plan to the Engineer.
    - d. Request in writing when relocation of utilities will be complete.
    - e. Upon immediate completion of relocation, request they forward as-built plans to the County.
  4. The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
  5. The Engineer shall update all files and plans based on the utility company responses.
  6. The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
  7. The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

Task: Topographic -Utility locations

Function Code: 130

The Engineer's Surveyor shall gather all vertical and horizontal overhead utilities (location, elevation, direction, etc.) within the existing and proposed right of way.

Task: Existing and Proposed Right of Way

Function Code: 130

The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

*Right of Entry:* It will be the responsibility of the **Engineer** to secure permission to enter

private property for purposes of survey, environmental and Engineering investigations. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property.

### **RIGHT-OF-WAY DATA (FC 130)**

Utility Coordination/Inventory – For Phase II, (Section III) the Engineer will provide the following:

1. Identify all existing overhead and above ground utilities; identify all existing underground utilities.
2. The County will assist with the Engineer/Surveyor for the Coordination of utilities and ROW

The **County** will provide utility coordination with the surveyor and right-of-entry with the surveyor as needed.

The Engineer/Surveyor shall perform the following work.

- Update the existing planimetric file.
- Update the DTM file.
- Recover and/or reestablish the existing centerlines of the existing roadway and intersecting roads.
- Tie down horizontally the utility information on the planimetric.

### **FIELD SURVEYING (FC 150)**

In general, the **Engineer** will provide all field surveying required to complete the following:

1. Field Location: The **Engineer** will perform any surveying necessary to locate the centerline at locations where it crosses existing accessible features so that the environmental assessment can be performed.
2. Preliminary Horizontal Control
  - a) Major Utility locations (horizontal reference, size, type, and owner name/phone/address).

### **PHASE II – RIGHT OF WAY MAP**

**Right of Way Map Development** – The Engineer will provide the Right of Way Maps

in accordance with the TxDOT Checklist below:

**General**

- All documents have been proofread and are accurate.
- Graphics files compatible with Microstation and Word software are provided.
- Photos of proposed ROW staking included.
- Field notes and Parcel Plats are numbered continuous.
- Scale shall be 1"=50' or 1"=100'.

**Title Sheet Requirements**

- Title and description of project including county, limits, etc....
- Vicinity map with begin and end sta.
- Equations and Exceptions
- Index
- Legend
- Title block completely filled out with Construction and R.O.W. CSJs'
- List all Major Utilities from Station to Station

**Individual Map Sheet Requirements**

- Sheet size 34" X 22"
- Text legible when reduced to half-scale.
- Title block completely filled out with R.O.W. CSJ
- Matchlines
- Project layout sheet

**Existing information:**

- R.O.W. lines
- Whole property or whole property inset
- Roadways
- Survey, county, and city limit lines shown and labeled
- Improvements shown and labeled (*see below*)
- Monumentation i.e. P.C., P.T., Break Points
- North arrow
- Scale
- Property lines
- Property descriptions i.e., lot, block, tract, subdivision, etc...
- Identify existing and proposed access denial locations (*if applicable*)

**Proposed information:**

- Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
- Survey and R.O.W. lines
- Basis of bearings
- Parcel bearings and distances correspond with traverse sheet
- Outside ties (P.O.C.) corresponds with field notes
- Point of beginning (P.O.B.) established on proposed R.O.W. line
- Parcel tied to baseline
- Baseline information shown i.e. Stationing, bearings, curve data, etc...
- Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
- Math checked on remainder

**Improvements:**

- Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
- Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

**Utilities:**

- All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
- Location of underground storage tanks and/or filler caps are shown and labeled

**\* DO NOT SEAL MAP**

**FIELD NOTES**

**Heading**

- County
- Highway
- Parcel number
- R.O.W. CSJ
- Construction CSJ

**General Description or "preamble"**

- Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels



Primary rural - secondary urban .0002  
Urban or industrial .00013

## PHASE III- PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

The Engineer shall prepare and submit the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and Final submissions to the Pharr Area Office for the coordination, review, and the quality submission of the PS&E packages prepared by Engineer. The following tasks identify the responsibilities and deliverables that shall be carried out by the Engineer as part of PS&E development and submissions:

### I. GENERAL

#### Task: Title Sheet

##### Function Code: 163

The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

#### Task: Project Layout/ Index

##### Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project. By use of shading or cross-hatching, the proposed areas of construction should be shown.

#### Task: Typical Sections –Configuration (Lane/Shoulder/Cut/Fill/etc.)

##### Function Code: 160

The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

#### Task: Typical Sections – Pavement Design

##### Function Code: 160

Pavement Design to be the same as recently completed adjacent northern section.

#### Task: General Notes

Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. The Engineer shall compile all pertinent General Notes and develop any Special Provisions/Special Specifications applicable and required for this project. Specifications and General Notes will be provided to the State electronically in acceptable format for transferring data.

Task: Estimate and Quantity

Function Code: 163

The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. For Roadway, Bridge and Traffic items, the Engineer shall prepare a complete listing of construction bid items, compute estimated quantities required for each item, and compute estimated cost of construction work based on current State average low bid unit prices and estimated quantities.

Task: Consolidated Summaries

Function Code: 163

For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. In addition some summaries (Traffic Control Plan, SW3P, etc.) shall be consolidated if applicable according to each phases of sequence of construction. Any quantities shown "For Contractor Information Only" should be shown as such.

## **II. TRAFFIC CONTROL PLANS (TCP)**

The Engineer shall contact the Area Office prior to the 1<sup>st</sup> plan submission to address the approval of the Traffic Control Plan. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval. At this time, the Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.

Prior to making a presentation to the Traffic Control Safety Review Committee, the Engineer shall be responsible to advise TxDOT-Area Office of any traffic control issues that may affect the design from any previous initial meetings. The plans shall address the Typical Sections, Phases Narrative, Phase Layouts, and Temporary Traffic Signals and Illumination for each respective phase.

The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using Primavera or SureTrack software

Task: Phase Narrative

Function Code: 163

The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

Task: Typical Sections

Function Code: 163

The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.

Task: Phases Layouts

Function Code: 163

If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads. In addition, the Engineer shall assure that drainage issues have been addressed as result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.

The Engineer shall prepare the plan and profile sheets and cross sections for all detours using the criteria established under "III. ROADWAY DETAILS, Task: Plans and Profile, Function Code: 160". These sheets and cross sections shall follow the phase layouts on the plans.

Task: Temporary Traffic Signals and Illumination

Function Code: 163

If the Engineer determines that the existing flashing traffic signal will be affected, then the adjustment/realignment of traffic signal heads shall be addressed on the plans.

Task: Standards

**Function Code: 163**

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

### **III. ROADWAY DETAILS**

The Engineer shall design, prepare and submit the work under this section in accordance to the Roadway Design Manual, Hydraulic Design Manual, PS&E Preparation Manual, latest version of TxMUTCD and other deemed necessary State approved manuals. In addition, the Engineer should refer AASHTO, "A Policy on Geometric Design of Highways and Street" (2001- 4<sup>th</sup> Edition) when criteria is not identified on State manuals

The Engineer shall be responsible, at the early plan development stage, to inform the State of changes made from previous initial meetings regarding all exceptions, waivers, and variances that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the State-Area Engineer, unless otherwise directed by the State to proceed.

**Task: Alignment Sheets**

**Function Code: 160**

The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve data bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).

**Task: Benchmark Data Sheet**

**Function Code: 160**

The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.

**Task: Plan and Profile**

**Function Code: 160**

The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format.

The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.

The Engineer shall verify the roadway's existing profile and plan, the superelevation transition lengths (according to the superelevation rate and distance between the axis of rotation and the edge of travel way), and all ponding areas.

The Engineer shall develop and verify all cross sections in preparation of the proposed

traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.

The Engineer shall determine all cut and fill quantities.

**Task: Intersection Details**

**Function Code: 160**

The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings. Also, the Engineer shall design all intersections in accordance to TxDOT's, "Regulations for Access Driveways to State Highways" or any approved latest version of the "Access Management Manual". In addition, the Engineer shall assure the location and verification of any storm sewer inlets, and utilities are not within pathway of the pedestrian element nor outside of the limitations of the right of away. In those instances where the Engineer has identified a variance for this task, the Engineer shall notify the State immediately and cease any work further until this issue has been resolved between Engineer and the State-Area Office. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto a street.

**Task: Driveway Details**

**Function Code: 160**

The Engineer shall design all driveways in accordance TxDOT's, "Regulations for Access Driveways to State Highways", any approved latest version of the "Access Management Manual", and the Pharr District Standard Driveway Details. The Engineer shall notify the TxDOT-Area Office at the early design process when a construction license agreement is needed to construct a portion of the driveway outside of the State's Right of Way. The Engineer shall design the intersection by preventing the bottom of the vehicles to be wedged when accessing onto an adjacent property.

**Task: Miscellaneous Details, Etc.**

**Function Code: 160**

The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

**Task: Standards**

**Function Code: 160**

The Engineer shall identify and insert all applicable TxDOT standards preferably at all times.

**IV. WALL DETAILS**

Task: Wall Layouts

Function Code: 163

This task, if required, shall be addressed with a separate supplemental work authorization.

## **V. DRAINAGE DETAILS**

The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section

Task: Hydraulic Calculations

Function Code: 161

The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:

- Description-Material, Size, & Entrance (headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

Task: Culvert Layouts, Cross Sections, and Detail Sheets

Function Code: 161

The Engineer shall use the above-listed manuals to prepare and submit the work under this task.

Task: Plan and Profile Sheet

Function Code: 161

The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The Engineer shall show the location of culverts and ditches on the roadway plan view.

Task: Miscellaneous Details

Function Code: 161

The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

Task: Standards

**Function Code: 161**

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

## **VI. UTILITIES**

**Task: Existing and Proposed Utility (P&P) Layouts**

**Function Code: 130**

The utility relocation layout sheets are applicable when relocation of existing utilities will be included in the construction plans.

**Task: Standards (For each utility type)**

**Function Code: 130**

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

## **VII. TRAFFIC ITEMS**

**Task: Traffic Signal Layouts**

**Function Code: 162**

The Engineer shall prepare a traffic signal warrant study to support their recommendation for the continuous activation of a proposed traffic signal based on projected volumes. This warrants study includes addressing pedestrian signals along with obtaining traffic and pedestrian counts as part of this scope. If a signal is warranted, a supplemental agreement would be prepared for the plan preparation.

**Task: (Traffic Signals) Standards**

**Function Code: 162**

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards. District Standards and/or miscellaneous details that have been approved for use at other Districts shall be signed, sealed, and dated by a Registered/Licensed Engineer in Texas for use in the Pharr District. The Project Manager/Area Engineer shall approve the use of these details during the early stages of design. In addition, the appropriate general notes, special specifications, special provisions, and method of payment shall accompany these details.

**Task: Illumination**

**Function Code: 163**

The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary State approved manuals for design of continuous lighting and safety lighting for all conventional. Safety lighting shall be included as part of the design on each flashing beacon and traffic signal. Preliminary layouts shall be provided for initial review and approval. Circuit wiring diagrams shall be prepared showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. Any existing illumination within the project limits shall be coordinated with the proposed design.

**Task: (Illumination) Standards**

**Function Code: 163**

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Signing

Function Code: 162

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replaced by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual.

Task: (Signing) Standards

Function Code: 162

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards.

Task: Pavement Markings

Function Code: 162

The Engineer shall refer to latest version of the TxMUTCD, Supplemental to TxMUTCD, TxDOT's Signs and Markings Manual.

Task: (Pavement Markings) Standards

Function Code: 162

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards

## VIII ENVIRONMENTAL

Task: Storm Water Pollution Prevention Plans (SW3P)

Function Code: 161

The Engineer shall submit and prepare SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management

Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion.

Task: Miscellaneous

Function Code: 161

The Engineer shall prepare and submit this work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals.

1. Roadway Details
2. The Engineer shall describe the Erosion Control Devices to be used in the project.

## **XI. MISCELLANEOUS**

Task: Landscaping/Irrigation

Function Code: 161

The engineer shall perform the following tasks under this item:

1. For vegetation items, the Engineer/Architect shall prepare quantities, general notes, special provisions,

## **X. CROSS SECTIONS**

Task: Cross Sections

Function Code: 160

The Engineer shall submit preliminary cross sections as part of traffic control layouts for review and approval of the proposed traffic control plans by the Traffic Control Safety Review Committee. Two rolls of cross sections shall be included with each submittal for review. For the Final Submission, the Engineer shall furnish the final cross - section plots, in 11"X17" mylars, showing both the original terrain (modified) and the design cross-sections, showing the roadway template, at a vertical scale of 1": 5' and a horizontal scale of 1": 10'. The design cross - sections shall indicate the slope rate on the side slopes and shall be included at the end of the plans following "X Miscellaneous". The Engineer shall use GeoPak software and provide the state with the applicable files.

## **DELIVERABLES**

The Engineer shall forward to the County and State, one (1) and three (3) sets, respectfully, of CDs with all the files containing the information and layouts used to prepare the PS&E.

Each CD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specified FINAL
- Volume sequence (i.e. Disk 1 of 3)

Each CD created shall have the standard directory structure, as follows:

Directory	Types of Data
:\Control-Section - Job Number	
Documents	Form 1002, Design Summary Report (DSR), Design Exceptions/ Variances, Traffic Control Safety Review Approval Form, Hydraulic Report, Geotechnical Report, Summaries, General Project Correspondence, and Excel files.
Utilities	Existing utility information as provided by the affected utility company including correspondence.
ROW	ROW Maps and Parcel sketches as furnished By surveyor
Design	All .DGN files – Mapping, Sheet Files, Master Design Files, dat files .gpk files, .prj files, design cross section files, etc.
Hydraulics	Drainage Input & Output Culvert Analysis
Electrical	Electrical input and output files, correspondence, everything except .dgn files
Signing	Signing input and output files, correspondence, everything except .dgn files
Standards	All Standard Sheets used for the Job
Construction	Field change documentation except for .dgn files.

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ, Limits of Construction and Type of Improvements

All CADDSEALS placed on finished documents are to remain on that document. Do Not remove CADDSEALS.

The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

#### Sheet File Type Naming Convention

Title Sheet \*TTL\*.DGN  
Supplemental Index \*INDX\*.DGN  
General Notes & Spec. Data \*GNOT\*.DGN  
Estimate & Quantities \*E&Q\*.DGN  
Consolidated Summaries \*SUM\*.DGN  
Project Layout \*PRJLO\*.DGN  
Typical Sections \*TYP\*.DGN  
Traffic Control Plans \*TCP\*.DGN  
Horizontal Alignment Data \*HAD\*.DGN  
Bench Mark Data \*BM\*.DGN  
Table of Cross Slopes \*CS\*.DGN  
Plan & Profile Sheets \*PP\*.DGN  
Landscape Sheets \*LAND\*.DGN  
Irrigation Sheets \*IRRI\*.DGN  
Detail Sheets (any) \*DET\*.DGN  
Drainage Area Maps \*DA\*.DGN  
Hydraulic Data Sheets \*HD\*.DGN  
Storm Sewer Plan & Profiles \*SS\*.DGN  
Culvert Cross Sections \*CUL\*.DGN  
Water Quality Facilities \*WQ\*.DGN  
Retaining Wall Sheets \*RET\*.DGN  
Bridge Layouts \*BR\*.DGN  
Bridge Quantities/Bearing Seat Info \*BRQUAN\*.DGN  
SW3P Info Sheet \*SW3P\*.DGN  
Erosion Control (Temp & Perm) \*EC\*.DGN  
Signing Layouts \*SIGN\*.DGN  
Pavement Markers (incl. Delineation) \*PMLO\*.DGN  
Signalization Sheets \*SIG\*.DGN  
(includes electrical service sheets)  
Illumination Sheets \*ILLI\*.DGN  
Roadway Cross Sections \*XS.DGN  
Master Design File \*MDF.DGN  
Alignment File \*ALN\*.DGN

Where an \* (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required letters appear in the filename somewhere.

## I. PS&E DELIVERABLES

The Engineer shall deliver to the Project Manager assigned by the State four (4) copies of the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy.

1<sup>st</sup> Submittal -

- a. Approved (signed form) Design Summary Report
- b. Title Sheet
- c. Typical Sections (existing and proposed)
- d. Traffic Control Plan
- e. Utility Layout (conflicts identified)
- f. Plan & Profile
  1. Vertical Alignment (existing and proposed)
  2. Horizontal Alignment (existing and proposed)
- g. Bridge Layouts (including bridge class structures)
- h. Miscellaneous Details
- i. Corresponding Quantity Summary Sheets
- j. Corresponding Standard Detail Sheets for all Items of Work in this submittal
- k. Preliminary Estimate
- l. Design Exceptions/Waivers required
- m. Newly created Special Provisions/Specifications to be used (Form 1814)
- n. R.O.W. (issues identified)
- o. 2 Rolls of Cross Sections

2<sup>nd</sup> Submittal -

- a. Index Sheet
- b. Hydrologic Computation Sheets
- c. Hydraulic Data Sheets
- d. Drainage Area Maps
- e. Drainage Plan & Profile
- f. Drainage Structure Details
- g. Storm Sewer Details
- h. Storm Water Pollution Prevention Plan
- i. Bridge Details
- j. Retaining Walls
- k. Miscellaneous Details
- l. Corresponding Quantity Summary Sheets
- m. Corresponding Standard Detail Sheets for all Items of Work in this submittal
- n. Updated Estimate
- o. Utility Adjustment/Relocation Details
- p. R.O.W. Acquisition Detail
- q. 2 Rolls of Cross Sections

III. 3<sup>rd</sup> Submittal -

- a. Final Index of Sheets

- b. Pavement Marking Layout/Details
- c. Signalization (existing and proposed)
- d. Illumination
- e. Traffic Management Items
- f. Miscellaneous Details
- g. Corresponding Quantity Summary Sheets
- h. Corresponding Standard Detail Sheets for all Items of Work in this submittal
- i. Final Estimate
- j. General Notes
- k. Certifications
- l. Form 1002
- m. Cross Sections

- IV. 4<sup>th</sup> Submittal -
  - a. PS&E Package 100% complete.

## **II. GEOTECHNICAL DELIVERABLES**

The Engineer shall submit the Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.

## **III. HYDRAULIC DELIVERABLES**

The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

## **IV. SURVEY DELIVERABLES**

The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (\*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (\*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

## EXHIBIT "C"

### **Work Schedule**

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

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

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

## Exhibit "D"

### Engineer's Contract Rate Schedule

**TEDSI** INFRASTRUCTURE GROUP

**LABOR:**

JOB DESCRIPTION	TXDOT BASE SALARY	REVISED CONTRACT RATE
<b>Engineering</b>		
Principal (QC/QA)	\$66.58	\$210.55
Project Manager (VIII)	\$55.30	\$174.88
Sr. Engineer (V)	\$48.22	\$152.50
Project Engineer (III)	\$42.94	\$135.80
Engineer (I)	\$32.63	\$103.20
Sr. Engineer Designer	\$36.81	\$116.40
Engineering Designer	\$32.27	\$99.00
CADD Operator	\$30.36	\$96.00
Secretary	\$18.43	\$58.28
<b>Surveying</b>		
Reg. Public Land Surveyor	\$37.86	\$119.75
Surveyor Technician	\$25.50	\$80.64
Abstractor	\$60.00	\$189.75
2-Man Survey Crew	\$53.36	\$168.75
3-Man Survey Crew	\$63.00	\$199.25
4-Man Survey Crew	\$77.40	\$244.75

\*\* These are the rates to be determined for each work authorization

**NON-LABOR:\*\*\***

Mileage	\$0.48/Mi.
Car Rental	\$85/Day
Lodging (in state)	\$75.00
Meals	\$35/Day
Air Travel	at cost
Overnight Carrier cost	\$20/letter
GPS Equipment	\$500/day
Copies	\$.10/ea
Bond Plots	\$0.75/sq.ft.
Color Plots	\$1.50/sq.ft.
Mylar Plots	\$1.60/sq.ft.

\*\*\* These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

**ATTACHMENT "D"**

**Mile 2 West, Phase 2**

General	Phase I - Advanced Design Services		EIT	CADD	Admin	
	Project Manager	Project Engineer				
Preliminary Estimate		1	2			3
Survey Coordination	2		2			4
<b>Total</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	

General	Phase II - Right of Way Services		EIT	CADD	Admin	
	Project Manager	Project Engineer				
Existing Utility Layouts, Coordination and Meetings	2	24	40	16	8	90
R.O.W. Survey Coordination	2	4	4			10
<b>Total</b>	<b>4</b>	<b>28</b>	<b>44</b>	<b>16</b>	<b>8</b>	

General	Phase III - Plans, Specifications and Estimate Services		EIT	CADD	Admin	
	Project Manager	Project Engineer				
Title Sheet	2	8	8	8		26
Project Layout		8	8	16		32
Typ Sections		20	24	40		84
Pavement Design	2	2				4
General Notes	1	8	12		8	29
Estimate and Quantity Summaries	2	8	8	4		12
	2	8	8	40		58
<b>Total</b>	<b>7</b>	<b>62</b>	<b>60</b>	<b>108</b>	<b>8</b>	

Traffic Control Plan	Project Manager	Project Engineer	EIT	CADD	Admin	
Typical Sections	4	24	16	16		60
Phase Layouts	4	40	80	160		284
<b>Total</b>	<b>12</b>	<b>104</b>	<b>136</b>	<b>176</b>	<b>8</b>	

Roadway Details	Project Manager	Project Engineer	EIT	CADD	Admin	
Benchmark Data Sheets	1	1				2
Plan and Profile (Roadway)	24	60	280	360	4	728
Intersection Details	8	40	80	120		248
Driveway Details		10	24	80		114
Misc. Details	4	24	16	40		84
<b>Total</b>	<b>39</b>	<b>139</b>	<b>404</b>	<b>608</b>	<b>4</b>	

Drainage Details	Project Manager	Project Engineer	EIT	CADD	Admin	
Hydrology Calculations	2	24	36	16	4	82
Hydraulic Calculations		24	36	16	4	80
Culvert Layouts, Cross-sections and Detail Sheets		8	32	80		120
Misc. Details		8	8	16		32
<b>Total</b>	<b>4</b>	<b>88</b>	<b>120</b>	<b>152</b>	<b>8</b>	

Utilities	Project Manager	Project Engineer	EIT	CADD	Admin	
Coordination	40	60	80	20	40	240
<b>Total</b>	<b>48</b>	<b>100</b>	<b>160</b>	<b>100</b>	<b>64</b>	

Traffic Items	Project Manager	Project Engineer	EIT	CADD	Admin	
Four-Way Stop Warrant Study (Mile 2 West @ Mile 10 North)	2	8	8	18	4	40
Existing Conditions - Mile 2 West @ Mile 11 North Rd	2	4	8	16	2	32
Prop. Flashing Beacon Layouts (Modify Exist) - Mile 2 West @ Mile 11 North Rd	2	8	9	18	1	38
Existing Conditions - Mile 2 West @ Mile 10 North Rd	2	4	8	16	2	32
Prop. Flashing Beacon Layouts - Mile 2 West @ Mile 10 North Rd	2	8	9	20	1	40
Existing Conditions - Mile 2 West @ Mile 9 North Rd	2	4	8	16	2	32
Prop. Flashing Beacon Layouts (Modify Exist) - Mile 2 West @ Mile 9 North Rd	2	8	9	20	1	40
Existing Conditions - Mile 2 West @ Mile 8 North Rd	2	4	8	16	2	32

**ATTACHMENT "D"**

Prop. Flashing Beacon Layouts - Mile 2 West @ Mile 8 North Rd	2	4	8	18	1	33
Electrical Service Data Sheet	0	8	8	8	0	24
Summary of Quantities for Signalization	1	8	4	8	1	22
Standard Detail Drawings	1	4	8	16	4	33
<b>Total</b>	<b>22</b>	<b>80</b>	<b>104</b>	<b>208</b>	<b>23</b>	

	<b>Environmental &amp; SW3P</b>					
	Project Manager	Project Engineer	EIT	CADD	Admin	
SW3P Sheets	9	48	48	120	16	241
Epic Sheet	2	8	12	6		28
<b>Total</b>	<b>11</b>	<b>56</b>	<b>60</b>	<b>126</b>	<b>16</b>	

<b>Total Hours</b>	<b>149</b>	<b>658</b>	<b>1092</b>	<b>1494</b>	<b>139</b>	<b>3532</b>
	\$ 174.88	\$ 135.80	\$ 116.40	\$ 96.00	\$ 58.28	
	<b>\$ 26,057.12</b>	<b>\$ 89,356.40</b>	<b>\$ 127,108.80</b>	<b>\$ 143,424.00</b>	<b>\$ 8,100.92</b>	<b>\$ 394,047.24</b>

**Project DirectCosts**  
Copies, Bond Plots, Mylar Plots & Mileage \$ 3,825.00

**Sub-Total Basic Fee \$ 397,872.24**

**Additional Services**

Horiz. & Vert. Control Benchmarks	24 Ea. X \$1,500.00/ Ea.	=	\$36,000.00
Topographic Survey	23,760 Lf X \$4.15 / Lf	=	\$98,604.00
Right of Way Mapping	35 Ea X \$3,000.00 / Ea.	=	\$105,000.00

**Sub-Total Additional Services = \$239,604.00**

**Total Lump Sum Fee (Basic +Additional) = \$ 637,476.24**

EXHIBIT "E"  
Work Authorization Form

WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ as  
identified in **EXHIBIT "B"**.

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

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

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

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Work Schedule** attached hereto as **ATTACHMENT "C"**.

**PART 5. Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 6. Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 2004.

**THE ENGINEER:**  
**TEDSI INFRASTRUCTURE GROUP**

**BY:** \_\_\_\_\_  
Jesse Salinas, (Principal)

**THE OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Sylvia Handy, (County Commissioner)

**LIST OF ATTACHMENTS**

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

**EXHIBIT "F"**  
**Supplemental Agreement Form**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 concerning **General Engineering Services for Horizontal & Vertical Control Benchmarks, Right Of Way Mapping, Topographic Survey, Utility Relocation Drawings and Plans, Specifications and Estimate for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North for Hidalgo County Precinct Number ONE** (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 3.1 of the **Agreement**, (**Termination Date**), establishes that this Agreement is to terminate at the close of business on December 31, 2007 and,;

**WHEREAS**, it has become necessary to amend the contract to extend the termination date of this Agreement.

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (**Termination Date**), is revised to extend the termination date to the close of business on \_\_\_\_\_

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

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

**THE ENGINEER:**  
**TEDSI Infrastructure Group**

**BY:** \_\_\_\_\_  
Jesse Salinas, Executive Vice President

**THE OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas III, County Judge

**ATTESTED**

**BY:** \_\_\_\_\_  
Arturo Guajardo Jr., Hidalgo County Clerk

LIST OF ATTACHMENTS

(as required)

**EXHIBIT "G"**

**Certificate of Insurance Form – Hidalgo County**

**Hidalgo County  
CERTIFICATE OF INSURANCE**



**NOTE:** Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

**SECTION I IDENTIFICATION DATA**

1.1 Insured Name (of Engineer, Consultant or Contractor)		
1.2 Street/Mailing Address		
1.3 City	1.4 State	1.5 Zip
1.6 Phone Number Area Code ( )		

**SECTION II TYPE OF INSURANCE**

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
<b>2. WORKERS' COMPENSATION</b>				
	2.1 _____	2.2 _____	2.3 _____	Statutory Texas
Endorsed with a <b>Waiver of Subrogation</b> in favor of <b>Hidalgo County</b>				
<b>3. COMMERCIAL GENERAL LIABILITY</b>				
Bodily Injury/Property Damage	3.1 _____	3.2 _____	3.3 _____	\$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with <b>Hidalgo County</b> as an <b>Additional Insured</b> and endorsed with a <b>Waiver of Subrogation</b> in favor of <b>Hidalgo County</b> .				
<b>4. TEXAS BUSINESS AUTOMOBILE POLICY</b>				
A. Bodily Injury	4.1 _____	4.2 _____	4.3 _____	\$250,000 ea. Person \$500,000 ea. Occurrence
B. Property Damage	4.4 _____	4.5 _____	4.6 _____	\$100,000 ea. Occurrence
Endorsed with <b>Hidalgo County</b> as an <b>Additional Insured</b> and endorsed with a <b>Waiver of Subrogation</b> in favor of <b>Hidalgo County</b> .				
<b>5. PROFESSIONAL LIABILITY</b>				
	5.1 _____	5.2 _____	5.3 _____	\$1,000,000 combined single limit each occurrence and in the aggregate

**SECTION III CERTIFICATION**

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County**.

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company		7.1 Name of Authorized Agent			
6.2 Company Address		7.2 Agent's Address			
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No.			Original Signature of Authorized Agent		

**Hidalgo County**  
**CERTIFICATE OF INSURANCE** (Back of Form)

**Hidalgo County**  
**Certificate of Insurance Requirements**

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

**WORKER'S COMPESATION**

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

**COMMERCIAL GENERAL LIABILITY**

*COMMERCIAL GENERAL & PROFESSIONAL LIABILITY* insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	\$750,000 each occurrence
Property Damage	-	\$250,000 each occurrence \$1,000,000 aggregate

**Note:** This coverage was previously known as Comprehensive General Liability insurance.

Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

**TEXAS BUSINESS AUTOMOBILE POLICY**

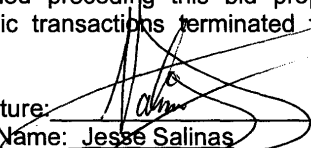
The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of \$1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

**Certification**  
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Jesse Salinas  
Title: Executive Vice President  
Telephone Number: (956) 424-7898  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.  
By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person doing business with local governmental entity.

N/A

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

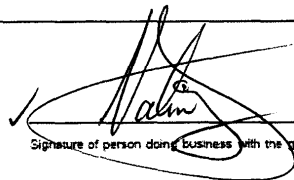
Yes  No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7



Signature of person doing business with the governmental entity

Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2006

PRODUCER (972)581-4800 FAX (972)581-4850  
Bell Insurance Group  
16980 Dallas Parkway  
Dallas, TX 75248

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED TEDSI Infrastructure Group, Inc.  
10260 Westheimer  
Suite 460  
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	
INSURER B: The Hartford Companies	22357
INSURER C: Continental Casualty Co.	
INSURER D: Continental Casualty	20443
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1075066054	09/11/2006	09/11/2007	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 - COMP/OP AGG \$ 2,000,000								
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46UECTW3241	09/11/2006	09/11/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	2090503299	09/11/2006	09/11/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000								
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2006	09/11/2007	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	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
WC STATU-TORY LIMITS	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		OTHER Professional Liability	AEH113771047	09/11/2006	09/11/2007	Each Claim \$2,000,000 Aggregate \$2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Hidalgo County is added as an additional insured in regard to general liability and automobile liability, and is provided a waiver of subrogation in regard to general liability, automobile liability and workers' compensation, as required by written contract.

## CERTIFICATE HOLDER

Hidalgo County  
Attn: Martha Salazar  
100 E. Cano  
Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Byron Johnson/RH