

EXHIBIT "A"
SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"

Services to be provided by the Hidalgo County Precinct #3

1. Hidalgo County Precinct #3 will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The Hidalgo County Precinct #3 will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.
3. Hidalgo County Precinct #3 will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT “B”

Services to be provided by the Engineer

PROJECT LIMITS:

La Homa Road: From SH 495 (Mile 1) to FM 1924 (Mile 3)

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of LA HOMA From Mile 1 to Mile 3, from an existing 40' rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under Work Authorization No. 1 shall also include the review of the existing Environmental Document and Schematic that had been worked on 6 to 8 years ago. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of LA HOMA will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for LA HOMA.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, “Services to be Provided by the State”.

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- *FC110 ~ Design Schematic Development*
- *FC120 ~ Social, Economic, and Environmental Studies, and Public Involvement*
- *FC130 ~ Existing Right-of-Way Determination*
- *FC150 ~ Design Surveys*
- *FC160 ~ Roadway Design*
- *FC161 ~ Hydrologic/Hydraulic Study*
- *FC162 ~ Signing, Pav't Marking, Signals*
- *FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc*
- *FC164 ~ Contract Management*

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division which incorporates the originally created schematic by Hinojosa Engineering.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a FONSI clearance for the project.

Task I. Review Previously Submitted Environmental Document: The Engineer will review

the previously submitted document to obtain the necessary information for the development of a new document.

Task II. Field Work: The Engineer will conduct the necessary field work to develop the Environmental Document.

Task III: Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task IV. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task V. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Cultural Resources: The Engineer will conduct the Historical and Archeological surveys necessary to obtain clearance with THC and develop the necessary reports.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

Task VI. Public Involvement: Upon approval of the schematic, the Engineer will prepare the advertisement notices in both English and in Spanish and coordinate with the County to advertise in the local newspapers for a public meeting to be held. The Engineer will also schedule the date, time and place for the meeting and order the court reporter and translation services for the hearing impaired. The Engineer will prepare the letters for county's signature for mail out. Upon receipt of the transcript, the Engineer will prepare a Summary & Analysis of the public meeting for inclusion in the EA.

Upon approval of the EA for further processing by TxDOT/FHWA, the Engineer will assist TxDOT in the preparation of the advertisement notices. Upon receipt of the transcript, the Engineer will prepare a Summary & Analysis of the public hearing for formal submittal to TxDOT. No other public involvement activities will be done under this scope.

FC 130 ~ PRELIMINARY ROW DETERMINATION

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

LA HOMA FROM MILE 1 TO MILE 3

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project as identified on the old Schematic completed by Hinojosa Engineering.
2. The **Surveyor** will develop the existing centerline alignment and the Engineer will approve said centerline as well as the stationing being used (10+00 at centerline of FM 495 and La Homa Road. The Engineer will develop the proposed centerline alignment.
3. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-foot stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
4. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
 - a. This map shall contain the proposed centerline as painted on the ground (refer to FC 150 A8) – **again the surveyor will not set a centerline for construction until L&G Engineers have approved it and said centerline will not be set on the ground until a month before the construction letting.**
 - b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
 - c. Monumentation set or found will be shown and described as to material and size.
 - d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
 - e. Intersecting streets will be shown and identified by name and right-of-way width.
 - f. Railroads will be shown and identified by name and right-of-way width.
 - g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
 - h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

LA HOMA FROM MILE 10 TO MILE 14

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for LA HOMA between Mile 1 and Mile 3.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties. The BM's will not be set until one month before the letting of the project.

2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Develop existing planimetric data with current information of any improvements and apparent changes in the topography. Field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along LA HOMA, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.
- 6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 1 (FM 495).
7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) as soon as the proposed centerline is developed for the purpose of utility adjustments and project location.**
9. Extend topographic survey 100 feet to each side of the existing Right-of-Way. At existing drain ditch extend cross-section 550' LT and 350' RT to end of culvert and provide existing topo. Crossing ditch 50' LT & 50' RT from ditch Centerline.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along LA HOMA and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels and coordinated with the Engineer.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.
2. A horizontal and vertical control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control Points as well as describe the basis of the datum's used.

FC 160 – DESIGN (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLLUTION PREVENTION PLAN (SW3P)
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN
(SERVICES TO BE PROVIDED BY ETSI)

GENERAL SCOPE OF WORK:

Project Understanding

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along LA HOMA at the following intersections:

- LA HOMA at Mile 1 (FM 495) – Existing signal will require modifications, such as rewiring, new loop detector placement and controller relocation.
- LA HOMA at Mile 3 (FM 495) – Existing signal will require modifications, such as rewiring, new loop detector placement and controller relocation.

TASK 1 – General Notes for Traffic Signal installation

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT’s review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and

phasing/timing tables.

TASK 9 – Field Investigation and Meetings

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

ADDITIONAL SERVICES

Additional services not covered in the above scope will be negotiated separately. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of LA HOMA with MILE 1 and 3, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

FC 162 - SIGNAL DESIGN

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1”=100’)

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along LA HOMA and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair

ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&G will prepare pavement marking details for the following cross streets:

- LA HOMA at Mile 1 - Pavement markings for transition to existing roadway.
- LA HOMA at Mile 2 - Pavement markings for transition to existing roadway.
- LA HOMA at Mile 3 - Pavement markings for transition to existing roadway.

TASK 2 – Estimate and Quantities

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 – Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1”=100’)

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along LA HOMA and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

- Existing signs to remain in place
- Existing signs to be removed
- Proposed new signs
- Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

- A. Determine the ownership of the existing utilities on the subject project.
- B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.
- C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.
 1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

2. Drawing will include the following:
 - a) Existing and/or proposed R.O.W lines.
 - b) Existing and/or proposed roadways.
 - c) Proposed drainage structure
 - d) Existing underground utility in plan and profile.
 - e) Owner of utility.
 - f) Benchmark
3. Provide copies to TxDOT of correspondence with utility companies and cities/county. If initial contact was made by phone, provide name of company and representative's name and telephone number.
4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:
 - a) Highway station number.
 - b) Name of utility company and type of facility.
 - c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.
5. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.
6. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 164 – CONTRACT MANAGEMENT

(SERVICES TO BE PROVIDED BY L&G)

The Engineer will be required to meet with designated Hidalgo County representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "D"
FEE SCHEDULE

**EXHIBIT D "FEE SCHEDULE"
LA HOMA ROAD PROJECT #2**

ROADWAY PROJECT:	SH 364 (La Homa) PROJECT 2	
LIMITS:	SH 495 (Mile 1) to (Mile 3) FM 1924	
EXISTING ROADWAY SECTION:	variable 20' - 22' - Rural	
EXISTING ROW WIDTH:	50-80 Varies	
PROPOSED ROADWAY SECTION:	4-lane urban (64' f-f)	
PROPOSED ROW WIDTH:	80-ft	
ESTIMATED CONSTRUCTION COST	\$7,875,000.00	
LENGTH:	2.25 Miles	
ESTIMATED PROJECT COSTS	STATE	LOCAL
ROADWAY CONSTRUCTION COST	\$7,875,000.00	\$ -
Construction Cost		
PHASE I - PLANNING & DESIGN		
Schematic		\$ 157,500.00
Field Surveys for Schematic		\$ 36,000.00
Environmental Assessment (includes Historical and Archival)		\$ 75,000.00
Public Involvement for County (I public meeting and I public hearing)		\$ 25,000.00
Field Surveys for Design and Construction		\$ 50,000.00
PS&E Development (8% of Const)		\$ 630,000.00
Signal Design		\$ 60,000.00
PHASE II - RIGHT OF WAY COSTS		
Compensible Utilities	\$ -	\$ 250,000.00
ROW Map (80 parcels @ \$2500/parcel)		\$ 200,000.00
**Roadway Right-of-Way Costs - @ \$3.50 average/sq ft		\$ 1,108,800.00
Roadway Right-of-Way Costs - Acq.Services @ (est. 80 Parcels @		\$ -
PHASE III - CONSTRUCTION		
TxDOT Construction Inspection (11%)	\$ 866,250.00	
L&G Construction Management		\$ 36,000.00
SUB-TOTAL	\$ 8,741,250.00	\$ 2,628,300.00
TOTAL CONSTRUCTION COST		\$ 11,369,550.00

**** ASSUMING COUNTY STAFF WILL ACQUIRE THE ROW**

L&G Engineering Proposed Engineering Fee and County expenses for project Per Phases

	SH 364 (La Homa) PROJECT 2	
Phase I	FY 08	\$ 1,033,500.00
Phase II	FY 09	\$ 1,558,800.00
Phase III	FY 10	\$ 36,000.00
TOTAL		\$ 2,628,300.00

Proposed maximum amount payable for Phase I **\$ 1,033,500.00**

- State Estimated Cost
- Local Estimated Cost
- Total Project Estimated Cost

EXHIBIT "E"
WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. _____

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

PART 1. SCOPE OF WORK

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

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: Engineer

By: Juan D. Salinas, III, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT

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 _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

A. AGREEMENT

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

I. Article ____ of the **Agreement**, (article title), is revised to

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:
ENGINEER**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

Client#: J2

CONSU

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/07/07

PRODUCER Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501		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 L & G Consulting Engineers Inc dba L & G Engineering 2100 W Expressway 83 Mercedes, TX 78570		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Fidelity & Guaranty Insurance Compan	35386
		INSURER B: Travelers Casualty & Surety Co	25658
		INSURER C: Ace American Insurance Company	22667
		INSURER D:	
		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	INSRD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP2822L500TLC07	07/19/07	07/19/08	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
		AUTOMOBILE LIABILITY <input 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	PACP2822L500TLC0	07/19/07	07/19/08	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 AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IACRUB2567B95507	07/23/07	07/23/08	WC STATU-TORY LIMITS	OTHL-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	G2363384A001	07/20/07	07/20/08	\$1,000,000 per claim \$1,000,000 aggregate \$15,000 ded each claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc

CERTIFICATE HOLDER
 County of Hidalgo
 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E Lewis