

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

C-05-199-05-10

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 professional engineering services for **PHASE I - Final Right of Way Map, Parcel Acquisition Plats and Metes & Bounds Descriptions; PHASE II - Plans, Specifications and Estimate (PS&E) and PHASE III - Construction Phase Services** for the **10th street Extension from SH 107 to FM 1925 (Monte Cristo Road)** (hereinafter referred to as the "**Project**").

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

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

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

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** 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 the **Project** 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, 2009 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

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

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

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

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

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

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

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

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

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

All applicable study reports shall be submitted in preliminary form for approval by the Owner before the final report is issued. The Owner's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the Project under this Agreement, the Engineer's services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's services and work does not satisfy the requirements of the approved Work Schedule as provided by EXHIBIT "C", attached hereto, the Owner shall review the approved Work Schedule with the Engineer to determine the corrective action needed by either the Owner or the Engineer.

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

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and

submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

5.1 Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "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 determined through a lump sum fee assigned to each work authorization. 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 **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

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

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

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether 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 **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "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 **Project**, as required through the course of the development of the **Project**. 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 **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

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

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

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "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 of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, and the option or options were not

selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** 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 **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

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

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement 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 this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** 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 **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Owner or a designee appointed by the Owner. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or 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 Project and to further the interests of the Owner in accordance with the Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other

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

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

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

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

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** 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 **Project** 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 **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer**

must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

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

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

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 _____, 2005.

ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: [Signature]
Jesse Salinas, Executive Vice-President

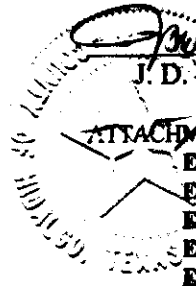
OWNER:
HIDALGO COUNTY

BY: [Signature]
Ramon Garcia, County Judge



ATTEST:
[Signature]
J. D. Salinas, Hidalgo County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: [Signature]
Date: 5-10-05



- ATTACHMENTS:
- EXHIBIT A
 - EXHIBIT B
 - EXHIBIT C
 - EXHIBIT D
 - EXHIBIT E
 - EXHIBIT F
 - EXHIBIT G

- Scope of Services to be Provided by the Owner
- Scope of Services to be Provided by the Engineer
- Work Schedule
- Engineer's Contract Rates
- Work Authorization Form
- Supplemental Agreement Form
- Certificate of Insurance (Hidalgo County)

Approved by Commissioners' Court
on 5-10-05

15. Hidalgo County – Godfrey Garza: (SEE EXHIBIT O)

- A. Approval of TEDSI Infrastructure Group invoice(s) 256554 & 256610 and authorization for auditor to issue manual check upon audit (FEMA Project)**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

16. Hidalgo County ROW – Godfrey Garza: (SEE EXHIBIT P)

- A. Requesting exemption from competitive bidding requirements for professional engineering services with TEDSI Infrastructure Group in connection with the 10th St. Extension Project (from SH 107 to FM 1925)**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- B. Approval to enter into a professional engineering services agreement with TEDSI Infrastructure Group for the 10th St. Extension, Phase I, ROW map, parcel acquisition plats, meet & bounds, Phase II, Plans, specification and estimate (PS &E), Phase III, Construction Phase Services (from SH 107 to FM 1925)**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- C. Approval of Work Authorization #1 with TEDSI Infrastructure Group for Phase I services related to 10th St. project from SH 107 to FM 1925 (ROW map, parcel acquisition plats, metes and bounds descriptions)**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #18.

17. Pct. #1 – Comm. Handy: (SEE EXHIBIT Q)

- A. Approval of Resolution honoring South Texas School Nurses in recognition of National School Nurses Day, Wednesday, May 11, 2005**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved back to item #5.

Palacios: (SEE EXHIBIT R)

Resolution supporting El Milagro Clinic expansion

On this item.

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 **Project**.

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

The work to be furnished by the Engineer shall consist of management and engineering services for **Right of Acquisition Individual Plats and Metes & Bounds and Plans, Specifications & Estimate (PS&E) for 10th St. from SH 107 to FM 1925 (Monte Cristo)**. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. RIGHT OF WAY DOCUMENT
- II. DESIGN PHASE SERVICES – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) 10th St. Extension
- III. CONSTRUCTION PHASE SERVICES – CONSTRUCTION MANAGEMENT AND SUPPORT

I. RIGHT OF WAY DOCUMENT

Right-of-Way Documents – For Phase I of 10th Street Extension Project between SH 107 and FM 1925 (Monte Cristo Road), the Consultant will utilize County examples and provide the following:

1. Prepare final right-of-way plans, field notes and individual parcel maps as needed to properly describe the right-of-way the County is to acquire for the preferred route.
2. All procedures involving final right-of-way maps and surveys, field note descriptions, and parcel maps will be in accordance with and according to the Texas Board of Professional Land Surveying Practices Act.
3. All required documents will be in English units.
4. Prepare a final right-of-way layout covering the project area and submit to the Owner for approval.
5. Prepare a final right-of-way map (at a scale of 1"=100' (rural), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
 - a. Right-of-Way Maps
 - (1) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
 - (2) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.
 - (3) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.
 - (4) Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
 - (5) League lines and survey lines will be shown and identified by name and abstract number.

- (6) County lines and city limit lines will be shown and identified by name.
- (7) A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- (8) Monumentation set or foundation will be shown and described as to material and size.
- (9) A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- (10) Intersecting streets will be shown and identified by name and right-of-way width.
- (11) Utility corridors will be identified as to easement or fee.
- (12) Easements and fee strips will be shown and identified by width, owner, and recording data.
- (13) Building lines or set-back lines will be shown and identified.
- (14) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
- (15) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
- (16) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.
- (17) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.
- (18) In cases where structures are located outside the proposed right-of-way corridor and within 10 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown and identified as to type of improvement.
- (19) If the structure is an element of the planimetric, the Consultant may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.
- (20) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
- (21) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
- (22) Points of commencing and points of beginning will be shown and labeled.
- (23) Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.
- (24) An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.
- (25) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.
- (26) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.
- (27) Appropriate notes will be included on the title sheet stating the following:
 - (a) Month(s) and year abstracting was performed upon which the map is based.
 - (b) Month(s) and year field surveys were conducted upon which the map is based.
 - (c) Month and year map was completed by the Engineer.
- (28) All exist. improvements including apparent utility lines, buildings, fences, etc. should be shown and labeled on each map sheet.

- (29) Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.
- (30) The acreage of the part taken should be shown to two decimal places, rounded.
- b. **Field Note Descriptions** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:
- (1) The field note description will begin with a general description that will include, as a minimum:
 - (a) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
 - (2) The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (a) A point of commencing (outside property corner).
 - (b) A point of beginning.
 - (c) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (d) A description (8-1/2" x 14") of all monumentation set or found to include, as a minimum, size and material.
 - (3) All field note descriptions will be signed and sealed by the Engineers Registered Professional Land Surveyor.
- c. **Parcel Plats**
- (1) A parcel plat will be prepared for each parcel of land to be acquired. The County has developed standard formats for parcel plats, copies of which the Consultant will request and secure for all purposes. Parcel plats will include each and every item of information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.
 - (2) All parcel plats will be (8-1/2" x 14") signed and sealed by a Registered Professional Land Surveyor.

7. The Engineer will place monuments in the field as follows:
 - a. The proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines.
 - b. Existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs and angle points.
8. The Engineer will provide to the County a copy of Instruments of Record.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates (PS&E)

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

- 1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
- 2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
- 3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

- 4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
- 5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
- 6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

- 1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
- 3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

- 4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 5) The Engineer will coordinate and conduct a pre-construction conference.
- 6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- 7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- 8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
 - a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

- 9) **Shop Drawings.** The Engineer will review and check all shop or working drawings furnished by the Contractor.
- 10) **Control of Materials & Equipment.** The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) **Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.**
 - b) **Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.**
- 11) **Change Orders.** When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
- 12) **As Built Drawings.** The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (8) set of prints.

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.

Insert Exhibit D

Contract Rates

EXHIBIT "D"
ENGINEER'S Contract Rate Schedule

TEDSI Infrastructure Group, Inc.

LABOR:

| Job Description | Contract Rate** 2004 | Contract Rate** 2005 | Contract Rate** 2006 | Contract Rate** 2007 | Contract Rate** 2008 | Contract Rate** 2009 |
|---------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Engineering | | | | | | |
| Principal (QC/QA) | \$204.18 | \$214.39 | \$225.11 | \$236.36 | \$248.18 | \$260.59 |
| Project Manager (VIII) | \$185.95 | \$195.25 | \$205.01 | \$215.26 | \$226.02 | \$237.32 |
| Sr. Engineer (V) | \$170.16 | \$178.67 | \$187.60 | \$196.98 | \$206.83 | \$217.17 |
| Project Engineer (III) | \$151.96 | \$159.56 | \$167.54 | \$175.91 | \$184.71 | \$193.94 |
| Engineer (I) | \$145.85 | \$153.14 | \$160.80 | \$168.84 | \$177.28 | \$186.15 |
| Sr. Engineering Designer | \$121.53 | \$127.61 | \$133.99 | \$140.69 | \$147.72 | \$155.11 |
| Environmental Scientist | \$109.41 | \$114.88 | \$120.62 | \$126.66 | \$132.99 | \$139.64 |
| Engineering Designer | \$104.55 | \$109.78 | \$115.27 | \$121.03 | \$127.08 | \$133.44 |
| CADD Operator | \$74.16 | \$77.87 | \$81.76 | \$85.85 | \$90.14 | \$94.65 |
| Secretary | \$66.86 | \$70.20 | \$73.71 | \$77.40 | \$81.27 | \$85.33 |
| Surveying | | | | | | |
| Reg. Public Land Surveyor | \$145.00 | \$152.25 | \$159.86 | \$167.86 | \$176.25 | \$185.06 |
| Project Supervisor SIT | \$120.00 | \$126.00 | \$132.30 | \$138.92 | \$145.86 | \$153.15 |
| Survey Technician | \$95.00 | \$99.75 | \$104.74 | \$109.97 | \$115.47 | \$121.25 |
| Abstractor | \$75.00 | \$78.75 | \$82.69 | \$86.82 | \$91.16 | \$95.72 |
| 2-man Survey Crew | \$125.00 | \$131.25 | \$137.81 | \$144.70 | \$151.94 | \$159.54 |
| 3-man Survey Crew | \$150.00 | \$157.50 | \$165.38 | \$173.64 | \$182.33 | \$191.44 |
| 4-man Survey Crew | \$185.00 | \$194.25 | \$203.96 | \$214.16 | \$224.87 | \$236.11 |

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

NON-LABOR:***

| | |
|------------------------|---------------|
| Mileage | **** |
| Car Rental | **** |
| Lodging (in state) | **** |
| Meals | **** |
| 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 | \$1.80/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 Officials

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 for the **Engineer** to provide

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 lump sum 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 _____, 2005.

**THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP**

BY: _____
Mark W. Lupher, P.E., RPLS

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Oscar Garza, Jr., (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 _____ 2005 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:
██

BY: _____
Jesse Salinas, (principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

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: |
|---|----------------|-----------------|------------------|--|
| 2. WORKERS' COMPENSATION | 2.1 _____ | 2.2 _____ | 2.3 _____ | Statutory Texas |
| Endorsed with a Waiver of Subrogation in favor of Hidalgo County | | | | |
| 3. COMMERCIAL GENERAL LIABILITY | | | | |
| Bodily Injury/Property Damage | 3.1 _____ | 3.2 _____ | 3.3 _____ | \$1,000,000 combined single limit each occurrence and in the aggregate |
| Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County. | | | | |
| 4. TEXAS BUSINESS AUTOMOBILE POLICY | | | | |
| 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 Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County. | | | | |
| 5. PROFESSIONAL LIABILITY | | | | |
| | 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.

Area Code ()

Original Signature of Authorized Agent

Date

**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 coverage's 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.

EXHIBIT "G"

| | | |
|---|---|---|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 09/13/2004 |
| PRODUCER (713)463-4550 Bell Insurance Group 4544 Post Oak Place, Suite 320 Houston, TX 77027 | FAX (713)463-4590 | 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. |
| INSURERS AFFORDING COVERAGE | | |
| INSURED TEDSI Infrastructure Group, Inc. 10260 Westheimer Suite 460 Houston, TX 77042 | INSURER A: Valley Forge Insurance Company | NAIC # |
| | INSURER B: The Hartford Companies | 22357 |
| | INSURER C: Continental Casualty Company | |
| | 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.

| TYPE OF COVERAGE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|------------------|--|---------------|------------------------------------|-------------------------------------|--|--------------|
| | | | | | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 1075066054 | 09/11/2004 | 09/11/2005 | EACH OCCURRENCE | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 46UETW3241 | 09/11/2004 | 09/11/2005 | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS - COMPOF AGG | \$ 2,000,000 |
| | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | 1075066054 | 09/11/2004 | 09/11/2005 | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | EACH OCCURRENCE | \$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WC268980107 | 09/11/2004 | 09/11/2005 | AGGREGATE | \$ 2,000,000 |
| | | | | | <input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER | |
| | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| C | OTHER Professional Liability | AEA1113771047 | 09/11/2004 | 09/11/2005 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| | | | | | \$2,000,000. Each Claim \$2,000,000. Aggregate | |

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

| | |
|--|--|
| <p>CERTIFICATE HOLDER</p> <p>For Information Only</p> | <p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p align="right"><i>[Signature]</i></p> |
|--|--|

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 for the **Engineer** to provide **Phase I Services** for a final **Right of Way** map, **parcel acquisition plats**, **metes and bounds descriptions** for the **10th Street Extension Project** between **Monte Cristo Road (FM 1925)** and **Schunior Rd. in Precinct No. 4**.

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 **\$81,925.00**. 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**.

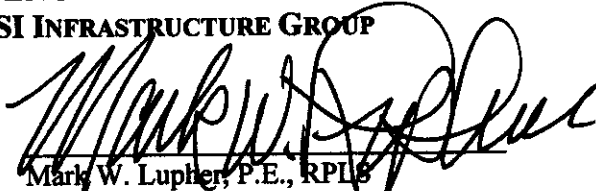
PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Work Schedule** attached hereto as **ATTACHMENT "C"**.

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 _____, 2005.


**THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP**

BY:


Mark W. Luper, P.E., RPLS


**THE OWNER:
HIDALGO COUNTY**

BY:


Oscar Garza, Jr., (County Commissioner)

**APPROVED AS TO FORM
Atlas & Hall, L.L.P.**

By:


Date: 5-10-05

LIST OF ATTACHMENTS

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

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 **Project**.

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 current title reports to Engineer.
- 6) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 7) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for **Right of Acquisition Individual Plats and Metes & Bounds for 10th St. Extension from Schunior Road to FM 1925 (Monte Cristo)**. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

NOTE: *This Scope of Services does not include Right-of-Way Acquisition Parcel Plats for 10th Street Extension between Schunior Road and SH 107. It is unclear at this time on what services will be required through previously platted Las Alamedas I & II Subdivisions. A supplemental agreement will be required after a Scope of Services for these subdivisions is better defined.*

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. RIGHT OF WAY DOCUMENT

I. RIGHT OF WAY DOCUMENT

Right-of-Way Documents – For Phase I of 10th Street Extension Project between Schunior Road and FM 1925 (Monte Cristo Road), the **Engineer** will utilize **County** examples and provide the following:

1. Prepare final right-of-way plans, field notes and individual parcel maps as needed to properly describe the right-of-way the **County** is to acquire for the preferred route.
2. All procedures involving final right-of-way maps and surveys, field note descriptions, and parcel maps will be in accordance with and according to the Texas Board of Professional Land Surveying Practices Act.
3. All required documents will be in English units.
4. Prepare a final right-of-way layout covering the project area and submit to the **Owner** for approval.
5. Prepare a final right-of-way map (at a scale of 1"=100' (rural), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
 - a. **Right-of-Way Maps**
 - (1) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
 - (2) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be

- acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.
- (3) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.
 - (4) Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
 - (5) League lines and survey lines will be shown and identified by name and abstract number.
 - (6) County lines and city limit lines will be shown and identified by name.
 - (7) A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
 - (8) Monumentation set or foundation will be shown and described as to material and size.
 - (9) A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
 - (10) Intersecting streets will be shown and identified by name and right-of-way width.
 - (11) Utility corridors will be identified as to easement or fee.
 - (12) Easements and fee strips will be shown and identified by width, owner, and recording data.
 - (13) Building lines or setback lines will be shown and identified.
 - (14) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
 - (15) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
 - (16) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.
 - (17) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.
 - (18) In cases where structures are located outside the proposed right-of-way corridor and within 10 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown and identified as to type of improvement.
 - (19) If the structure is an element of the planimetric, the **Engineer** may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.
 - (20) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
 - (21) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
 - (22) Points of commencing and points of beginning will be shown and labeled.
 - (23) Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.

- (24) An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.
 - (25) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.
 - (26) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.
 - (27) Appropriate notes will be included on the title sheet stating the following:
 - (a) Month(s) and year abstracting was performed upon which the map is based.
 - (b) Month(s) and year field surveys were conducted upon which the map is based.
 - (c) Month and year map was completed by the **Engineer**.
 - (28) All existing improvements including apparent utility lines, buildings, fences, etc. should be shown and labeled on each map sheet.
 - (29) Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.
 - (30) The acreage of the part taken should be shown to two decimal places, rounded.
- b. **Field Note Descriptions** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:
- (1) The field note description will begin with a general description that will include, as a minimum:
 - (a) **State**, county, and city within which the proposed parcel of land to be acquired is located.
 - (b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
 - (2) The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (a) A point of commencing (outside property corner).
 - (b) A point of beginning.
 - (c) A series of courses identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (d) A description (8-1/2" x 14") of all monumentation set or found to include, as a minimum, size and material.
 - (3) All field note descriptions will be signed and sealed by the Engineers Registered Professional Land Surveyor.
- c. **Parcel Plats**
- (1) A parcel plat will be prepared for each parcel of land to be acquired. The **County** has developed standard formats for parcel plats, copies of which the **Engineer** will request and secure for all purposes. Parcel plats will include each and every item of

information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.

- (2) All parcel plats will be (8-1/2" x 14") signed and sealed by a Registered Professional Land Surveyor.
7. The **Engineer** will place monuments in the field as follows:
 - a. The proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines.
 - b. Existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs and angle points.
8. The **Engineer** will provide to the **County** a copy of Instruments of Record.

EXHIBIT "C"
Work Schedule
W.A. #1 – Phase I

| | |
|--------------------------------|---------------------------------------|
| NTP | June 1, 2005 |
| Title Reports | June 1, 2005 – August 31, 2005 |
| ROW Strip Map | July 1, 2005 – September 30, 2005 |
| Individual Parcel Plat and M&B | August 1, 2005 – October 31, 2005 |
| Final | September 1, 2005 – November 30, 2005 |

Exhibit "D"
Work Authorization No. 1

**Phase I - Final Right-of-Way Map,
Parcel Acquisition Plats and
Metes & Bounds Descriptions
for
10th Street Extension
Schunior Road to Monte Cristo Road (FM 1925)
(Approximately 40 parcels)***

FEE ESTIMATE

LABOR

| | | | | | |
|-------------------|-----|---|-----------------------|---|---------------------|
| RPLS | 100 | x | \$ 152.25 | = | \$ 15,225.00 |
| 4-Man Survey Crew | 200 | x | \$ 194.25 | = | \$ 38,850.00 |
| Survey Technician | 200 | x | \$ 99.75 | = | \$ 19,950.00 |
| | | | Subtotal Labor | | \$ 74,025.00 |

DIRECT COSTS

| | | | | | |
|---------------|------|---|------------------------------|---|--------------------|
| Mileage | 1000 | x | \$ 0.40 /mile | = | \$ 400.00 |
| GPS Equipment | 15 | x | \$ 500.00 /day | = | \$ 7,500.00 |
| | | | Subtotal Direct Costs | | \$ 7,900.00 |

TOTAL COST (Labor + Direct Costs) \$ 81,925.00

***NOTE:**

This Scope of Services does not include Right-of-Way Acquisition Parcel Plats for 10th Street Extension between Schunior Road and SH 107. It is unclear at this time on what services will be required through previously platted Las Alamedas I & II Subdivisions. A supplemental agreement will be required after a Scope of Services for these subdivisions is better defined.