

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
LETTER OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
C-10-031-08-03**

This AMENDMENT to the CONTRACT between Lockwood, Andrews and Newnam, Inc. (the "Engineer") and Hidalgo County (the "Owner"), effective the 21st day of June, 2011, is made between the Engineer and the Owner, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on August 03, 2010 (the "Agreement") in which the Engineer agreed to provide: "Professional Services for Commuter Rail Feasibility Study" for Hidalgo County (the "Project");

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Engineer and Owner and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Agreement, Engineer and Owner hereby agree to the following Amendment to the Agreement:

1. EXHIBIT B-GENERAL PROVISIONS of the Agreement is hereby deleted in its entirety and the attached AMENDED EXHIBIT B substituted in lieu thereof.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Engineer and Owner ratify and confirm the terms and provisions of the Contract as amended.

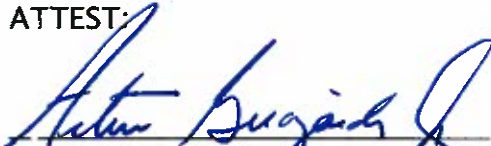
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

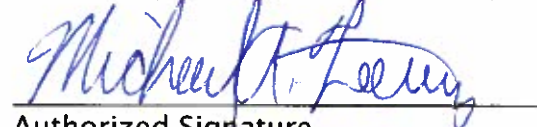

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6-21-11-10

ATTEST:


Arturo Guajardo, Jr., County Clerk

Lockwood, Andrews and Newnam, Inc.


Authorized Signature
Title: ASSOCIATE

Approved as to Form:
Atlas & Hall, L.L.P.


Stephen L. Crain, Attorney

This is **AMENDED EXHIBIT B**, to GENERAL PROVISIONS consisting of 1 page, attached to Letter Agreement between OWNER and ENGINEER for Professional Services, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).

Initial:
 OWNER _____
 ENGINEER MAE

Further Description of Basic Engineering Services and Related Matters

FEE ESTIMATE

Task Description		Overall Hours	Overall Labor Cost
000	Project Administration	353	\$64,250
001	Project Initiation/Outreach (non PI)	603	\$79,350
002	Benefit Analysis	330	\$49,150
003	Cost Analysis	441	\$64,800
004	Project Reporting and Vetting	1,084	\$152,150
		2,811	\$409,700

Expenses	
Travel Cost	\$6,220
Repro/Overnight Cost	\$4,000
Advertisement Cost	\$500
TOTAL Expenses	\$10,720

TOTAL FEE	
All Labor	\$409,700
All Expenses	\$10,720
TOTAL FEE	\$420,420

6. AI-27075

approved

Approval and acceptance of the final negotiated "Engagement Letter" RFQ NO: 2011-070-03-16-Arbitrage Calculation Services For Hidalgo County with the number one ranked respondent for: "Arbitrage Compliance Specialists".

7. AI-27095

approved

Approval and acceptance of the "Benefit Agreement" between Hidalgo County and Pre-Paid Legal Services, Inc. including the proposed "Implementation Schedule" with participation available to all eligible Hidalgo County Employees at their own cost including authority for County Judge, Presiding Officer or Pool Coordinator to sign document for "RFP NO: 2011-059-03-02-VYG-PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES" Project.

8. AI-27037

approved

Approval of an Amendment (reflecting the substitution of a revised Exhibit B-to redistribute budgeted line items for other services) to the current agreement between Hidalgo County and Lockwood, Andrews and Newnam for the provision of consulting services in connection with Commuter Rail Feasibility Study for Hidalgo County.-C-10-031-08-03.

9. AI-27064

approved

Recommending award of bids and approval of multiple contracts to vendors submitting lowest bids in each items meeting all specifications/requirements attached hereto with Arguindegui Oil Co. II Ltd and Oil Patch Fuel & Supply, Inc. for HIDALGO COUNTY - "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS" RFB No.: 2011-079-05-18-MEG;

B. Pct. 3

1. AI-26520

approved

Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of \$171,613.68 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 3 Colonias" as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#11-119-MSS.

2. AI-27138

approved

a. Requesting authority to continue the review, negotiations and finalizing an AIA for Agreement (as stipulated in general contract per project) with ERO Architects, for the Anzaldua's Park Repair of Dock and Boat Ramp for Precinct No. 3 inasmuch as original assignment of project was on May 23, 2011.

approved

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county owned buildings/structures needing repairs and/or renovations located in Precinct #3 for compliance with statutory occupational code provisions;

approved

c. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of architect in connection with professional architectural services required in connection with county owned buildings/structures needing repairs and/or renovations located in Precinct #3 for compliance with statutory occupational code provisions;

	ERO Architects	IDEA Group	Alcocer Garcia Associates, Inc.
Evaluator No. 1	99	91	96
Evaluator No. 2	98	85	90
Scores	197	176	186
Ranking	1	3	2

d. Authority for the Purchasing Department to negotiate a professional (architectural service) contract with the No. 1 ranked firm of ERO Arch for the provision of county owned buildings/structures needing repairs and/or renovations located in Precinct #3 for compliance with statutory occupational code provisions.

approved

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

C-10-031-08-03

**LETTER AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
(WITH GENERAL PROVISIONS ATTACHED)**

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Adapted for Exclusive Use of
LOCKWOOD, ANDREWS & NEWNAM, INC.
August 1989
Amended January, 1993

EJCDC No. 1910-2 (1985 Edition)

LAN193

Date: August 4, 2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539
Attn.: Martha L. Salazar, CPPB, Purchasing Agent

Dear Ms. Salazar:

We propose to render professional engineering services in connection with **RFP-2010-031-01-20CGV: Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail System** (hereinafter called the "Project"). You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.

Our services will consist of preparing a Study and Report as set forth in the printed General Provisions as amended and supplemented in **Exhibit A** thereto, which is attached to this letter. We will also furnish such Additional Services as you may request.

You will pay us for our Basic Services:

- a fee not to exceed \$420,420, due in accordance with the provisions of Section 5.3. Detailed breakdown of the fee by firm is furnished as **Exhibit B**.

Additional Services will require separate authorization and negotiation of an amendment to this contract.

Reimbursable Expenses incurred in connection with all Basic and Additional Services will be charged on the basis of actual cost.

We will bill you monthly for services and Reimbursable Expenses. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project through construction.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to substantially complete our services within six months of notice to proceed in accordance with the schedule provided in **Exhibit C**. The time periods for the performance of our services are set forth in Exhibit A to the General Provisions.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for Total Project Costs. We must accept any such limitation as being realistic and will then endeavor to work within those limitations. If you request, we will submit to you periodically during the design phase of our services our opinions as to the probability of completing construction within your budget and, where appropriate, request an adjustment in the budget or a revision in the extent or quality of the Project. We do not guarantee that our opinions will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable Construction Cost or if you wish formal estimates, an independent cost estimator should be employed.

Services are to be rendered in the customary phases which, together with the general understandings applicable to our relationship with you, are set forth in the printed General Provisions and Exhibit A thereto, which are attached to and made a part of this proposal. Your particular responsibilities are also set forth in the General Provisions.

This proposal, the General Provisions consisting of four (4) pages and Exhibit A thereto which consists of five (5) pages represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until August 31, 2010, unless changed by us in writing.

Sincerely,



Lockwood, Andrews & Newnam, Inc.

Accepted this 3rd day of August, 2010


Hidalgo County, Texas

By 
Officer

ATTEST:

By: 
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, LLP
By: 

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT, dated June 21, 2010, between County of Hidalgo, Texas (OWNER) and Lockwood, Andrews & Newnam, Inc. (ENGINEER) in respect of the Project described therein.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.2, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's needs, and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations.

1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.3. Preliminary Design Phase.

[NOT USED]

1.4. Final Design Phase.

[NOT USED]

1.5. Bidding or Negotiating Phase.

[NOT USED]

1.6. Construction Phase.

[NOT USED]

1.7. Operational Phase.

[NOT USED]

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Normal and customary engineering services do not include service in respect of the following categories of work which are usually referred to as Additional Services. Specific examples of additional services are also provided in Exhibit A.

2.1.1. If OWNER wishes ENGINEER to perform any of the following Additional Services, OWNER shall so instruct ENGINEER in writing, and ENGINEER shall perform or obtain from others such services and will be paid therefore as provided through amendment to the original Letter Agreement:

- Preparation of applications and supporting documents for governmental financial support of the Project and assistance in obtaining environmental approvals.
- Services to make measured drawings of or to investigate existing conditions or facilities.
- Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously

accepted by OWNER where changes are due to causes beyond ENGINEER's control.

- Providing renderings or models.
- Furnishing the services of independent professional associates or consultants for other than Basic Services.
- Services in connection with field surveys for design purposes and engineering surveys and staking out the work of Contractor(s).
- Services during out-of-town travel other than visit to the site.
- Preparing to serve or serving as a consultant witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

SECTION 3—OWNER'S RESPONSIBILITIES

3.1. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project (hereinafter referred to as the OWNER'S Representative); examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work.

3.2. OWNER shall also do the following and pay all costs incident thereto:

- Furnish to ENGINEER, as applicable, documentation required to conduct the study, as referenced in Exhibit A.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.

SECTION 4—MEANING OF TERMS

4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions

are attached and to these General Provisions, Exhibit A "Further Description of Basic Engineering Services and Related Matters" as if they were part of one and the same document.

4.2. [NOT USED]

4.3. [NOT USED]

4.4. [NOT USED]

4.5. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 5—MISCELLANEOUS

5.1. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants.

5.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs

and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.2. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

5.3. Other Provisions Concerning Payments.

ENGINEER's services will be paid on a monthly basis, based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. The portion related to services rendered on a Salary Costs basis will be billed based on the Overall Labor Cost for the Project, as set forth in **Exhibit B – Fee Estimate**.

OWNER shall pay ENGINEER for Reimbursable Expenses as set forth in **Exhibit B – Fee Estimate**. The amount payable to ENGINEER for Reimbursable Expenses will be the charge actually incurred or the imputed cost allocated by ENGINEER therefor times a factor of 1.0, as indicated in **Exhibit B**.

If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S statement, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.1. This Project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). This contract is contingent upon release of funds from the Department of Energy (DOE) under the Energy Efficiency and Conservation Block Grant Program (the "Grant"). All payments to ENGINEER must be made in accordance with the Grant.

5.4. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms

hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

5.5. Laws/Regulations.

5.5.1. This Agreement is to be governed by the laws of the State of Texas and is performable in Hidalgo County.

5.5.2. OWNER and ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. OWNER and ENGINEER committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

5.6. Indemnification.

5.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, employees, elected officials and agents from and against any and all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents and consultants with respect to this Agreement. ENGINEER's total liability to OWNER and anyone claiming by, through or under OWNER for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence.

5.7. Limitation of Liability.

5.7.1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising

out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's consultants or any of them, shall not exceed the total compensation received by ENGINEER or 100,000 dollars, whichever is less.

5.8. Successors and Assigns.

5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.6.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.8.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

6.1 Notwithstanding anything to the contrary contained in this Agreement, OWNER and ENGINEER agree and acknowledge that OWNER is entering into this Agreement in reliance on ENGINEER'S experience and abilities with respect to performing the services. The ENGINEER accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. ENGINEER covenants with OWNER to use its best efforts, skill, judgment and abilities to perform the services and to further the interests of OWNER in accordance with the OWNER'S requirements and procedures, in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other government body having jurisdiction, subject to paragraph 6.2 herein. ENGINEER represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the services.

6.2 The ENGINEER represents, covenants and agrees that all of the 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 or similar experience, knowledge, skill and ability engaged in the engineering practice throughout Texas under the same or similar circumstances involving the scope of this Project.

6.3 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agree, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

[The rest of this page left blank intentionally.]

This is **EXHIBIT A**, to GENERAL PROVISIONS consisting of 5 pages, attached to **Letter Agreement between OWNER and ENGINEER for Professional Services**, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).

Initial:
OWNER _____
ENGINEER _____



Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to and made a part of the General Provisions attached to Letter Agreement made on June 21, 2010, between County of Hidalgo, Texas (OWNER) and Lockwood, Andrews & Newnam, Inc. (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section I of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

2. During the Study and Report Phase ENGINEER shall perform the following services:

SCOPE OF SERVICES

The consultant will perform the following tasks in support of Hidalgo County's stated goal of performing a feasibility study for the development of a commuter rail system that connects major destinations in Hidalgo County and is accessible to residents. The intended use of the study, namely identification of potential projects for advancement into the FTA New Starts evaluation process, requires the determination of planning level cost estimates and transportation impacts to support capital programming decisions at the municipal and regional levels.

The commuter rail system put forward will be defined in a manner that best accomplishes the Mission and Vision statements of the Hidalgo County Rail District Board:

MISSION

"The Hidalgo County Commuter Rail District is committed to create and maintain a modern self supporting commuter transportation system that connects the important economic, educational, medical and entertainment venues of Hidalgo County, including metro and rural areas, at a low cost to the residents and visitors of the greater region of the Rio Grande Valley."

VISION

"The Hidalgo County Commuter Rail District will generate economic development along its path and provide an alternative mode of travel for the residents and visitors of the greater region of the Rio Grande Valley through efficient scheduling and services. The system will comprise modern green energy trains and interconnect convenient feeder bus lines for riders connecting to each of the cities' educational, business, medical and entertainment venues, for metropolitan and rural areas, located in Hidalgo County."

Task 0: Project Administration

Subtask 0.1: Project Management

- a. Establish a Project-Specific Extranet Site.
- b. Set up project accounting and filing systems.
- c. Prepare and Transmit Quality Management Plan (QMP) to County Project Manager. The QMP will:
 - Establish document flow protocols
 - Establish documentation standards for correspondence and record files, and
 - Identify Quality Control (QC) touchpoints in the schedule and key QC staff.
- d. Schedule Kickoff Meeting with Project Review Team (PRT) through County Project Manager.

- e. Request Prior Studies and Plans from municipalities, HCMPO and LRGDC. At a minimum, these requests will include:
 - Downtown revitalization studies recently completed for Edinburg and San Juan, and
 - HCMPO Rail, Access Management, and Metropolitan Mobility studies.
- f. Request HCMPO travel demand model output and documentation (inclusive of identification of future congested conditions) with alternative assignments as available, documentation of any previous cost estimates for rail infrastructure and passenger service, and available supporting data.
- g. Attend Kickoff Meeting with County Project Manager and PRT to:
 - Establish Planning Horizon,
 - Document Stakeholder Issues, and
 - Obtain Initial Input Regarding: corridor definitions for mapping, and Decision Matrix evaluation parameters.
- h. Submit progress reports and invoicing to County Project Manager as defined in the QMP. The consultant will provide a briefing of study status to the Rail District Board at its regular monthly meeting.
- i. Conduct and report on one public outreach meeting in accordance with the project schedule.

Subtask 0.2: Quality Assurance/Quality Control

- a. Conduct Quality Control procedures throughout the duration of the project as outlined in the QMP.
- b. Document fulfillment of QMP requirements to the County Project Manager with each deliverable as called for in the QMP.
- c. Address any issues or comments from the County Project Manager in timely fashion relative to the QMP prescribed review windows for the applicable deliverables.

Task 1: Project Initiation

Subtask 1.1: Identification of Study Corridors

- a. Prepare GIS base mapping of Rio Valley Switching Company (RVSR) rail subdivisions in Hidalgo County (i.e., Mission, Edinburg, and Hidalgo), the Border Pacific Railroad (BOP) line between Mission and Sullivan City, and the abandoned alignment to Hidalgo.
- b. Perform GIS queries to obtain corridor specific information in support of the analysis.
- c. Prepare thematic maps to support study development and review.

Subtask 1.2: Formation of Project Review Team (PRT)

- a. Support County Project Manager's efforts to establish a PRT to oversee feasibility study development. Coordination with individual jurisdictions outside of PRT activities is assumed to be performed through interaction with the County Project Manager.
- b. Maintain a roster and separate log of correspondence with the PRT throughout the duration of the project.
- c. Support the ongoing work of the PRT through use of Extranet and web hosting capabilities, regular communication and timely response to questions and comments.

Subtask 1.3: Data Collection

- a. Obtain short line railroad existing and projected freight traffic information.
- b. Determine physical characteristics of all rail lines (e.g., locations of sidings, structures, turnouts, grade crossings, etc.).
- c. Inventory existing and planned bus transit routes and pertinent infrastructure (e.g., terminals at hub locations).
- d. Obtain existing and anticipated demographic information relevant to the study area (e.g., population, household, employment and income parameters needed to support ridership projections and determine station locations).

Subtask 1.4: Identification of Family of Rail Modes

- a. Evaluate corridor context (e.g., alignment length, projected development densities, potential for temporal separation of freight and passenger traffic) relative to potential modes and develop family of test alternatives for each study corridor, inclusive of station locations and potential feeder services.
- b. Perform stakeholder coordination regarding the identification of potential modes.
- c. Revise per comments from County Project Manager.

Task 2: Benefit Analysis

Subtask 2.1: Determine Operating Characteristics

- a. Determine assumed operating characteristics (e.g., running speeds, dwell times, bus transfer opportunities and park and ride lot locations) based upon peer systems and best practices for the modes and corridors studied.
- b. Revise per comments from County Project Manager.
- c. Identify and evaluate applicability for: station area related Enterprise Zones, and use of Texas Rail Relocation and Improvement Fund proceeds.

Subtask 2.2: Project Daily Ridership

- a. Identify ridership forecasting techniques, presumed to be multivariate regression for this level of analysis.
- b. Compile input data from available data sources identifying the incremental contributions of TODs and international traffic as applicable.
- c. Determine and optimize station level ridership forecasts for each modal alternative for each corridor.

Subtask 2.3: Derive Implied Service Standards

- a. Use ridership data and local operating characteristics relative to peer systems operating the same modal alternatives to determine initial service standards (e.g., headways by time of day and spans of service).
- b. Identify number of vehicles used in peak period service.
- d. Refine operating assumptions for each modal alternative (e.g., dual tracking, station configurations and access requirements) to reflect service standards.
- e. Revise per comments from County Project Manager.
- f. Evaluate alternative governance and policing structures used by peer systems for applicability to Hidalgo County, with further consideration of possible future extension of service into Cameron County. Separate documentation of these findings will be given to the County Project Manager to support concurrent discussion among local officials.

Task 3: Cost Analysis

Subtask 3.1: Planning Level Cost Estimates

- a. Identify cost components of modal alternatives
- b. Document unit cost source information and perform quantity takeoff
- c. Perform and document field investigations of corridor, roadway, and non-motorized access conditions using the 2005 Hidalgo County Rail Study as reference.
- d. Consult with railroad and other PRT representatives to gain further identification of issues and perspectives.
- e. Refine cost estimates based upon further understanding of local conditions.
- f. Revise per comments from County Project Manager.

Task 4: Project Reporting and Vetting

Subtask 4.1: Decision Matrix

- a. Prepare Draft Decision Matrix of costs and benefits with initial weighting factors and submit to County Project Manager.
- b. Incorporate PRT revisions into the Decision Matrix, as directed.
- c. Prepare forecasts for direct and indirect job creation related to operation of the recommended system.

Subtask 4.2: Report Preparation

- a. Issue Draft Report, to include the following sections:
 - Executive Summary
 - Methodology
 - Identification of Corridors
 - Identification of Modal Alternatives
 - Benefit Analysis
 - Cost Analysis
 - Final Decision Matrix
 - Summary of Public Comments Received
 - Recommendations (inclusive of next steps dealing with FTA New Starts required analyses, and pertinent grant funding sources)
 - Appendices
- b. Revise per comments from County Project Manager obtained during vetting process and issue Final Report.

Subtask 4.3: Support for Review Process

- a. Prepare presentation materials in consultation with the County Project Manager
- b. The Project Manager or his designee will attend and participate in County review meetings, including presentation of the study to the Commissioner's Court for endorsement.
- c. The Project Manager or his designee will attend and participate in subsequent presentations of the endorsed study to the Commuter Rail District Board.
- d. Present or support County staff presentation of the endorsed study to the Hidalgo MPO, the LRGVDC, the Hidalgo RMA, and/or study area municipalities if directed. **Attendance at a total of seven meetings is assumed for Subtask 4.3.**
- e. Transmit electronic and paper documentation to County Project Manager
- f. Archive files
- g. The Project Manager will arrange and conduct a conference call with the County Project Manager to discuss:
 - i. Unresolved issues or outstanding work elements, if any
 - ii. Further activities or additional services, if applicable
 - iii. Client satisfaction.

DELIVERABLES

The following deliverables are identified in the above scope:

- a. Quality Management Plan
- b. Monthly Progress Reports and Invoicing
- c. Thematic Mapping
- d. Draft and Final Reports (ten copies each), which incorporate:
 - i. Ridership Forecasts and Implied Service Standards by Mode
 - ii. Planning Level Costs by Mode
 - iii. Decision Matrix
 - iv. Summary of Public Comments Received

- v. Recommendations
- e. Presentation Materials
- f. Electronic and Paper files requested by County Project Manager


POTENTIAL FURTHER TASKS

The following work is explicitly beyond the above scope of services:

Refinement and Execution of Regional Travel Demand Model: It is not anticipated that the determination of commuter rail ridership forecasts will require development of alternatives within the regional travel demand forecasting model or coordination with others charged with performing such work. It should be noted that such detailed forecasting efforts are defined as part of the FTA New Starts planning process and would therefore take place during subsequent project development activities.

Preparation of Additional Documents: This work could encompass preparation of draft MTP and TIP amendments as directed. Other work could include the development of discretionary grant applications or testimony for meetings or hearings pertaining to advancement of projects beyond the accomplishment of the study. If advancement of one or more candidate projects will require the expenditure of Federal funds, then additional documentation to satisfy the requirements of the National Environmental Policy Act (NEPA) will be required. LAN staff has the expertise to prepare such documentation and reporting in conjunction with the preparation of schematic drawings, as well as to secure required project clearances through TxDOT and FHWA.

This is **EXHIBIT B**, to GENERAL PROVISIONS consisting of 1 page, attached to **Letter Agreement between OWNER and ENGINEER for Professional Services**, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).

Initial: 
 OWNER _____
 ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

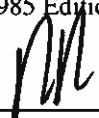
FEE ESTIMATE

Task Description		Overall Hours	Overall Labor Cost
000	Project Administration	301	\$54,750
001	Project Initiation/Outreach (non PI)	603	\$79,350
002	Benefit Analysis	330	\$49,150
003	Cost Analysis	441	\$64,800
004	Project Reporting and Vetting	728	\$102,150
		2385	\$350,200

Expenses	
Travel Cost	\$43,720
Repro/Overnight Cost	\$19,000
Advertisement Cost	\$7,500
TOTAL Expenses	\$70,220

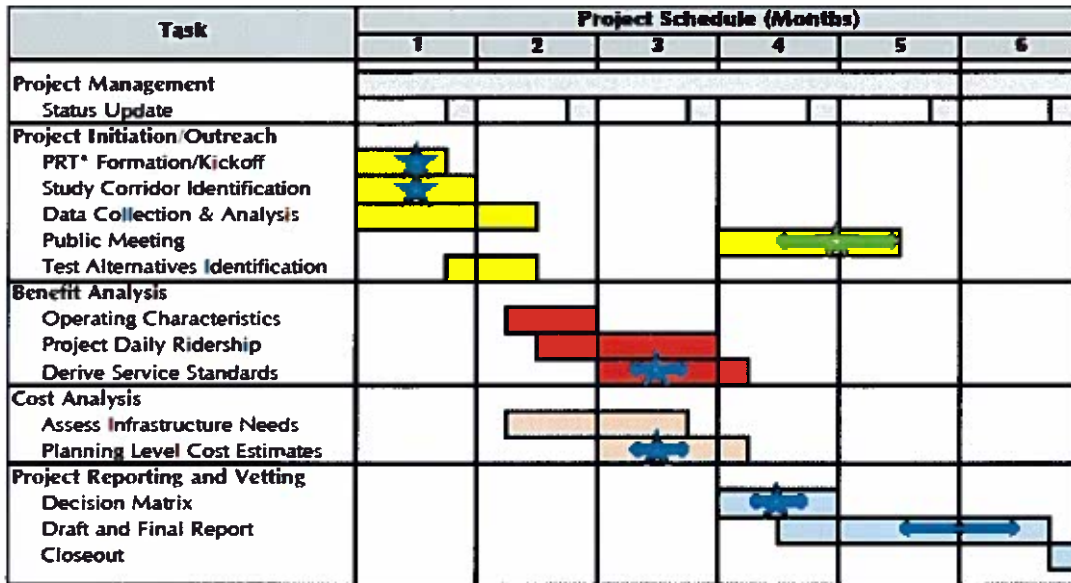
TOTAL FEE	
All Labor	\$350,200
All Expenses	\$70,220
TOTAL FEE	\$420,420

This is **EXHIBIT C**, to GENERAL PROVISIONS consisting of 1 page, attached to **Letter Agreement between OWNER and ENGINEER for Professional Services**, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).


Initial: 
 OWNER _____
 ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

SCHEDULE



* PRT = Project Review Team (per Exhibit A)

Assumed County Review Period	
PRT Meeting	
Public Comment Period / Meeting	