

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES
C-11-054-04-12**

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the **“Owner”**, and **L & G Consulting Engineers Inc. d/b/a L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **“Engineer”**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Engineering Services required for “On Call Services – MPO and HCRMA, Traffic Studies County Wide Projects for Hidalgo County 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.

2.2 Classification of Services For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B" *Services to be Provided by the Engineer*, attached hereto and made a part of this Agreement.

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 becomes effective when fully executed by both parties and shall terminate at the close of business two years from date of execution (hereinafter referred to as the "Termination Date"), unless termination date is 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 *Basic Services.* For and in consideration of the *Services* to be rendered by the Engineer as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the *Services Fee* is more particularly identified in EXHIBIT "D"- *Contract Rates*, attached hereto and made a part of this Agreement. 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 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 (hereafter 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 report; 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 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 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 judgement, 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 to 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 Authorizations** 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 cost 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** funds 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 for 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** with 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 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** 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, judgement 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. (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 **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**; 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.

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 that 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 requirement 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 there from 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 **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. Non-collusion. 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 as 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:
Hidalgo County
1615 S. Closner, Ste., J
Edinburg, Texas 78539

ENGINEER:
L & G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, Texas 78570

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. These 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** right 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.

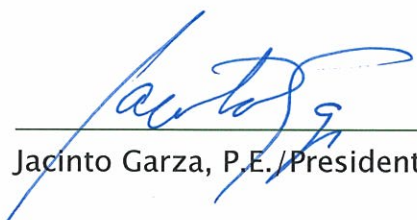
(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

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

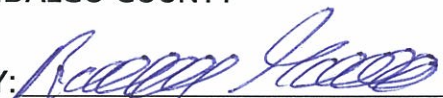
complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

WITNESS WHEREOF, the Engineer and the Owner have caused this Agreement for Professional Services to be effective as of the ____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a L & G ENGINEERING

BY: 
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/12/11 RW

C-11-054-04-12

ATTEST:



Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:  _____

ATTACHMENTS:

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

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.
3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.
4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.
2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

B. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at

the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services.

EXHIBIT "C"
WORK SCHEDULE

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EXHIBIT "D-1" CONTRACT RATES

Hidalgo County MPO Contract

FOR ADDITIONAL ENGINEERING SERVICES



L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	\$ -	\$ -	\$ -	\$ -
Senior Project Manager	\$ 65.00	\$ 195.65	\$ 201.52	\$ 207.57
Project Manager	\$ -	\$ -	\$ -	\$ -
Senior Engineer	\$ 46.45	\$ 139.81	\$ 144.01	\$ 148.33
Project Engineer	\$ 37.00	\$ 111.37	\$ 114.71	\$ 118.15
Design Engineer	\$ 34.00	\$ 102.34	\$ 105.41	\$ 108.57
EIT	\$ 24.72	\$ 74.41	\$ 76.64	\$ 78.94
Senior Engineer Tech	\$ 24.04	\$ 72.36	\$ 74.53	\$ 76.77
Engineer Tech	\$ 23.00	\$ 69.23	\$ 71.31	\$ 73.45
Junior Engineer Tech	\$ 22.64	\$ 68.15	\$ 70.19	\$ 72.30
Senior CADD Operator	\$ 21.00	\$ 63.21	\$ 65.11	\$ 67.06
CADD Operator	\$ 19.00	\$ 57.19	\$ 58.91	\$ 60.67
Senior Biologist	N/A			
Biologist	\$ 16.00	\$ 48.16	\$ 49.60	\$ 51.09
Senior Geologist	N/A			
Geologist	N/A			
Senior Environmental Scientist/Specialist	\$ 43.00	\$ 129.43	\$ 133.31	\$ 137.31
Environmental Scientist/ Specialist	\$ 25.00	\$ 75.25	\$ 77.51	\$ 79.83
Admin/Clerical	\$ 17.50	\$ 52.68	\$ 54.26	\$ 55.88

Overhead Rate: 161.75% Profit Rate: 15%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment.
--	--

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	\$85/night
Meals	\$36/day
Mileage	\$0.55 / mile
Car Rental	\$60.00/day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	\$1.00/sheet
11" X 17" copies	\$1.50/sheet
11" X 17" Mylar	\$2.00/sheet
Overnight Mail - Letter Size	\$15.00/Each
Overnight Mail - Oversized Box	\$25.00/Each

Rates Approved (JG) 2/17/2011
Revision No. 2

**EXHIBIT "D"
FEE SCHEDULE**

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	\$195.65	2	8 HOURS	\$3,130.40
	HCRMA UPDATE STATUS & PROGRESS	\$195.65	1	8 HOURS	\$1,565.20
ANTHONY GARZA	HCMPO REPRESENTATION	\$75.25	2	8 HOURS	\$1,204.00
	HCRMA UPDATE STATUS & PROGRESS	\$75.25	1	8 HOURS	\$602.00
MARIE BUSTAMANTE	ADMINISTRATIVE PREPARATION-MPO	\$52.68	2	2 HOURS	\$210.72
	ADMINISTRATIVE PREPARATION-HCRMA	\$52.68	1	2 HOURS	\$105.36
	MILEAGE REIMBURSEMENT PER MEETING	\$.55 / PER MILE	6	50 MILES ROUND TRIP	\$165.00
MONTHLY TOTAL COST					\$6,982.68
<p>*NOTE (ITEM A): ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.</p>					

- ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY**
 Three/Four Approaches \$5,900.00/intersection 30
- ITEM C. TRAFFIC SIGNAL WARRANT STUDY**
 Three/Four Approaches \$6,300.00/intersection 30
- ITEM D. SPOT SPEED STUDY**
 Spot Speed Study \$2,800.00/location 15
- ITEM E. LEFT TURN BAY WARRANT STUDY**
 Left Turn Warrant Studies \$4,700.00/intersection 30

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____,
Commissioner _____ as to content and detail of this Work
Authorization No. 1.

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE ENGINEER:

THE OWNER:

HIDALGO COUNTY

By: Jacinto Garza, P.E.
President

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- EXHIBIT "A" - Service to be Provided by the Owner
- EXHIBIT "B" - Services to be Provided by the Engineer
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Fee Schedule

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 _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

AI-26052**21.A.4.****Approval of Final Execution of L&G Engineering
CC REGULAR**

Date: 04/12/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information**CAPTION**

- a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;
- b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-429-30-125-014-0-334
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 \$70,000.00 available balance as of 04/06/2011.

AttachmentsLink: [contract](#)Link: [WA#1](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2011 09:36 AM	APRV
2	Budget & Management	Erika Zamora	04/01/2011 10:24 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/06/2011 05:06 PM	APRV
4	Auditor's Office		04/07/2011 05:34 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/30/2011 03:40 PM
 Final Approval Date: 04/07/2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
April 12, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

Roll Call Flores out

Pledge of Allegiance

Prayer

Approval of Consent Agenda

Open Forum Karina (LZ) Rio Grande Valley) - Juan Martinez (Fire Marshall) - Comm. Quintanilla employees weekend fire) Virginia - Executive Officer - Valde Guerra:

- A.
1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"
- B. AI-26106 approved Approval to accept a settlement check from Chubb Group Insurance Company in the amount of \$96.78 for damages sustained by water leak at County building. (Precinct 3)
- C. AI-26104 approved Approval to accept a settlement check from American Electric Power Company in the amount of \$4,874.12 to settle auto accident with County vehicle. (Planning Dept.)
- D. AI-26088 approved Approval to accept settlement check from Endeavor General Insurance Agency in the amount of \$405.40 to settle auto accident with County vehicle. (Sheriff Office)
- E. AI-26061 approved Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) for the period of 3/25/11 to 3/24/12 (not to exceed \$250,00.00). April 12, 2011 - April 12, 2012
- F. AI-26139 approved Requesting approval to reimburse employee Tomas Salazar #000124 for the purchase of fuel for the 2008 Ford F-150 (County Vehicle) Vin#

CC Meeting April 12, 2011

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. **AI-26052** approved a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;

approved b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

5. **AI-25875** approved Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"Hot Mix Cold Laid Road Material" RFB NO.: 2011-005-03-09-SGS.

6. **AI-26081** approved Recommendation to reject all bids received for Hidalgo County's Department of Health & Human Services-" Purchase of One (1) New Mobile Health Unit" through-RFB No. 2011-020-03-16-MEG as bidders did not meet specifications and/or requirements.

B. Pct. 1

1. **AI-26128** Consideration and approval of the following items in connection to Contract #C-10-235-07-20-Professional Engineering Services for "Mile 17 North between FM 1015 & Mile 5 West" with J. E. Saenz & Associates, Inc. as follow:

approved a. Rescind action taken by Commissioners Court on Agenda Item #23813 dated November 9, 2010 for authority to advertise "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive); and

approved b. Authority to exercise thirty (30) day Notice of Termination to J. E. Saenz & Associates Inc. as provided under Contract #C-10-235-07-20 (Pg. 3, Art. #3, more specifically Sect. 3.4-Termination of Agreement-#5) in connection with: "Mile 17 North between FM 1015 & Mile 5 West" for the remaining Phases II and III only inasmuch as Phase I has been initiated;

approved c. Authority for Hidalgo County Precinct No. 1 to issue payments (if applicable) in connection to services rendered under Phase I pursuant to payment procedures.

C. Pct. 2

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-054-04-12
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L. & G Consulting Engineers, Inc. d/b/a L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

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

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization will be based on an as per meeting attended basis and any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D-1" Fee Schedule and "D-1" Contract Rates.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 3

BY: 


PART 8. ACCEPTANCE AND APPROVAL


This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on January 25, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

THE OWNER:
HIDALGO COUNTY

By: 
Jacinto Garza, P.E.
President

By: 
Ramon Garcia,
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 4/12/11 RD

LIST OF ATTACHMENTS

- Exhibit A - Services to be provided by Owner
- Exhibit B - Services to be provided by Engineer
- Exhibit C - Work Schedule (Omitted)
- Exhibit D - Fee Schedule
- Exhibit D-1 Contract Rates

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.
3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.
4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.
2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

EXHIBIT "D"
FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	\$195.65	2	8 HOURS	\$3,130.40
	HCRMA UPDATE STATUS & PROGRESS	\$195.65	1	8 HOURS	\$1,565.20
ANTHONY GARZA	HCMPO REPRESENTATION	\$75.25	2	8 HOURS	\$1,204.00
	HCRMA UPDATE STATUS & PROGRESS	\$75.25	1	8 HOURS	\$602.00
MARIE BUSTAMANTE	ADMINISTRATIVE PREPARATION-MPO	\$52.68	2	2 HOURS	\$210.72
	ADMINISTRATIVE PREPARATION-HCRMA	\$52.68	1	2 HOURS	\$105.36
	MILEAGE REIMBURSEMENT PER MEETING	\$.55 / PER MILE	6	50 MILES ROUND TRIP	\$165.00
MONTHLY TOTAL COST					\$6,982.68
<p>*NOTE (ITEM A):</p> <p>ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.</p>					

EXHIBIT "D-1" CONTRACT RATES

*Hidalgo County MPO Contract
Work Authorization No. 1*

FOR ADDITIONAL ENGINEERING SERVICES



L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	\$ -	\$ -	\$ -	\$ -
Senior Project Manager	\$ 65.00	\$ 195.65	\$ 201.52	\$ 207.57
Project Manager	\$ -	\$ -	\$ -	\$ -
Senior Engineer	\$ 46.45	\$ 139.81	\$ 144.01	\$ 148.33
Project Engineer	\$ 37.00	\$ 111.37	\$ 114.71	\$ 118.15
Design Engineer	\$ 34.00	\$ 102.34	\$ 105.41	\$ 108.57
EIT	\$ 24.72	\$ 74.41	\$ 76.64	\$ 78.94
Senior Engineer Tech	\$ 24.04	\$ 72.36	\$ 74.53	\$ 76.77
Engineer Tech	\$ 23.00	\$ 69.23	\$ 71.31	\$ 73.45
Junior Engineer Tech	\$ 22.64	\$ 68.15	\$ 70.19	\$ 72.30
Senior CADD Operator	\$ 21.00	\$ 63.21	\$ 65.11	\$ 67.06
CADD Operator	\$ 19.00	\$ 57.19	\$ 58.91	\$ 60.67
Senior Biologist	N/A			
Biologist	\$ 16.00	\$ 48.16	\$ 49.60	\$ 51.09
Senior Geologist	N/A			
Geologist	N/A			
Senior Environmental Scientist/Specialist	\$ 43.00	\$ 129.43	\$ 133.31	\$ 137.31
Environmental Scientist/ Specialist	\$ 25.00	\$ 75.25	\$ 77.51	\$ 79.83
Admin/Clerical	\$ 17.50	\$ 52.68	\$ 54.26	\$ 55.88

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	\$85/night
Meals	\$36/day
Mileage	\$0.55 / mile
Car Rental	\$60.00/day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	\$1.00/sheet
11" X 17" copies	\$1.50/sheet
11" X 17" Mylar	\$2.00/sheet
Overnight Mail - Letter Size	\$15.00/Each
Overnight Mail - Oversized Box	\$25.00/Each

Rates Approved (JG) 2/17/2011

Revision No. 2