

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-417-12-09
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and **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 **Engineering Services required to complete the Right-of-Way Acquisition Services in support of TxDOT's Construction of the FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.**

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$1,687,570**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6, 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 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. 1**, Commissioner, **Joel Quintanilla**, as to content and detail of this Work Authorization No. 3.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1**

Joel Quintanilla, County Commissioner

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:
L&G ENGINEERING

THE OWNER:
HIDALGO COUNTY



Jacinto Garza, P.E., President

Ramon Garcia, Hidalgo County Judge

Atlas & Hall, LLP.

Steven L. Crain

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

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

EXHIBIT "A"

Services to be provided by the Hidalgo County Precinct #1

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

EXHIBIT "B"
SERVICES TO BE PROVIDED BY ENGINEER

Section 1- General Instructions

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 0863-01-047, etc.

Project/Description: Right-of-Way Acquisition Services for FM 493 South

Length: 6.5 Miles

Highway: FM 493

Limits: US 281 (Military Highway) North 6.65 Miles to Business 83

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

FC 600 – ACQUISITION PROVIDER SERVICES

(Services to be provided by L&G Engineering)

1) Project Administration

- a) Negotiation of Scope of Services for Work Authorization
 - i) Acquisition Provider will visit project site with County personnel if necessary.
- b) Project Presence at L&G Consultant Office Headquarters
 - i) Full Project Office
 - (1) No Joint Use of County or TxDOT facilities
 - (2) Open during normal County and State work hours
 - (3) Personnel available to answer questions
 - (4) Availability of Project Files
 - (5) At least one office staff member is required to be a current commissioned notary public.
- c) Overhead Costs
 - i) Administrative costs
- d) Communication
 - i) Provide monthly progress reports with invoice.
 - ii) Participate in project review meetings as determined by the County.
 - iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.
- e) File Management
 - i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
 - ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - iii) Maintain records of all payments including check number, amount, and date paid, etc.
 - iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
 - v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

- a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.
- b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.
- c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the County required for any exception.

3) Appraisal

- a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
- b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.
- c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.
- d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
- g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.
- h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.
- i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
- j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

- a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
- b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.
- c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.
- d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

- a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

- b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.
- c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.
- d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.
- e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

- a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.
- d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.
- f) Respond to property owner inquiries verbally and in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel per contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.
- j) Prepare final offer letter, documents of conveyance as necessary.
- k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
- l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
- m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
- n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

- a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.
- b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
- c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services

- 1) There are an estimated 12 relocations or displacements for this contract and L&G will provide relocation advisory services as needed. L&G will provide support to TxDOT in order for TxDOT to accomplish this task.
- 2) L&G will provide advisory services to business displacements and provide support to TxDOT to accomplish this task.
- 3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement.

9) Condemnation Support

- a) Pre-Hearing Support
 - i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
 - iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
 - iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
 - v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
 - vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
 - viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
 - ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.
 - xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
 - xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
 - xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

- xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
 - xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
 - xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- d) Post Hearing Support (by County Attorney)
- i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
 - v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
 - vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
 - viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
 - ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
 - x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

10) Payment Schedule

- 1) Project Administration
 - a) Payment and Milestones
 - i) Full Project Office
 - (1) Lump Sum Basis (assume 1 year project presence)
 - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments of 15% starting the following month.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis.
 - b) Milestones
 - i) 100% upon securing initial title commitment.
 - c) Title Policy to be paid by County.
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 100% paid upon delivery of complete and acceptable appraisal report
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis

- b) Milestones
 - i) 100% upon submission of ROW-A-10

- 5) Appraisal Update
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 100% upon delivery of complete and acceptable appraisal update.

- 6) Negotiation, Task, and Fees
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 60% upon presentation of initial offer.
 - ii) 25% upon presentation of final offer or acceptable payment submission with clear title or confirmation that title will be clear by closing.
 - iii) 15% upon recordation of all instruments.

- 7) Closing Service Fees
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 90% upon recordation of instrument of conveyance.
 - ii) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

EXHIBIT "D"
FEE SCHEDULE - L&G ENGINEERING'S ROW ACQUISITION SERVICES

FM 493

Limits: From Champion Street to US 281
 CSJ:0863-01-057

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 1 - on a percent complete basis as approved by Hidalgo County Pct. 1.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 1. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/Business)	Grand Total of Task
130	\$5,095.00	\$600.00	\$2,700.00	\$800.00		\$3,500.00	\$200.00		
Sub Total of Tasks	\$662,350.00	\$78,000.00	\$351,000.00	\$104,000.00	\$3,500.00 *	\$455,000.00	\$26,000.00	\$6,000.00	\$1,685,850.00

(*) Appraisal Updates estimated at 5% of 130 parcels (7) at \$500.00 each.

(**) Relocation assistance cost for residential displacement.

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

**L&G Engineering
 Direct Expenses**

Auto Mileage
 Reproduction Costs
Total Direct Expenses

Unit	Rate	Qty	Total
MI	\$0.55	2800	\$1,540
EA	\$0.20	900	\$180
			\$1,720

TOTAL L & G ENGINEERING PROJECT COSTS

\$1,687,570.00

