

October 14, 2015

Mr. P.R. Avila II
Asst Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Ave.
Alamo, TX 78516

RE: Best and Final Offer
Peñitas Drain Project-Scope of Services
Limited Phase II Environmental Site Assessment (ESA)

Dear Mr. Avila:

As per our meeting dated October 7, 2015, attached find the requested cost proposal for the above reference. Attached you will find the following:

Exhibit A – Services to be Provided by Hidalgo County Urban County Program
Exhibit B – Services to be Provided by L&G Engineering
Exhibit C – Work Schedule
Exhibit D – Estimated Man Hour Breakdown
Certificate of Debarment

The attached cost proposal has been thoroughly reviewed and we are unable to reduce the rates any further. This submittal is our “Best and Final Offer” for the Peñitas Drain Limited Phase II ESA project. Thank you in advance for the opportunity to work with you on this project and should you have any questions, do not hesitate to call me at (956) 565-9813.

Sincerely,
L&G Engineering

Velma N. Garcia
Environmental Project Manager

Attachments

EXHIBIT "A"
SERVICES PROVIDED BY THE HIDALGO COUNTY URBAN COUNTY PROGRAM

1. The Hidalgo County Urban County Program (Urban County) will issue a Notice to Proceed (NOP) to initiate all required services.
2. Urban County Program will provide L&G Engineering (L&G) with timely review and decisions necessary to permit L&G to maintain an agreed upon project schedule.
3. Urban County Program will obtain Right-of-Entry (ROE) and access to the site and access to structures on the site as necessary and as often as necessary.
4. Urban County Program will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY L&G ENGINEERING

L&G Engineering (L&G) is pleased to submit the following Scope of Services to provide a Limited Phase II Environmental Site Assessment (ESA), which would consist of soil sampling as it relates to nine (9) tracts of land encompassing approximately 15.587 acres being apportion of Lots 237, 238, 234, 227, 224, 217, 214, 207, and 206 of the Homeville Association Subdivision A located in Peñitas, Hidalgo County, Texas. See the attached Location Map labeled as **Exhibit A**. The scope of work is outlined below.

SCOPE OF WORK

1.0 Develop Sampling Plan

L&G reviewed the findings of the Phase I ESA to develop a sampling plan at the subject site to determine the presence or absence of contamination associated with historical use. The following subsurface investigation is proposed:

- Pipelines: L&G proposes four (4) soil borings within the project limits.
- Gas Well Pad: L&G identified two (2) former gas well pads within the project limits through a field investigation; therefore, it is proposed that one (1) soil boring be taken at each well pad.
- **Exhibit A** depicts the locations of each boring.

Originally, ground water samples were proposed to be taken; however, it was determined through development of the sampling plan that they were not needed. The ground water is over 50 feet deep in the project area. The proposed ditch will be cut nine feet deep; therefore, ground water would not likely be encountered workers protection would not be affected by construction activities.

2.0 Subsurface Investigation

L&G will coordinate the drilling of six (6) soil borings within the subject site. Continuous soil samples will be collected during the investigation and will be examined using an organic vapor meter (OVM) and classified by an environmental scientist, noting soil type, color, relative stiffness, relative moisture content, and odor. One (1) soil sample will be collected from each boring directly from a split spoon sampler at areas representative of upper, middle and lower portions of the core and then combined into sample jars. Field personnel performing the soil sample collection will use latex gloves to extract a representative soil sample. Samples will be immediately placed into laboratory-supplied pre-cleaned jars (8-ounce) with Teflon-lined lids and preserved on ice. Chain-of-custody forms and delivery protocols will be observed to preserve sample integrity.

The soil and groundwater samples will be tested for total petroleum hydrocarbons (TPH); and benzene, toluene, ethylbenzene and xylenes (BTEX). If elevated TPH levels are found, then the sample(s) with the highest TPH will also be tested for polynuclear aromatic hydrocarbons (PAH), if necessary.

3.0 Waste Disposal

The bore holes will be plugged with bentonite clay chips to ground level. Soil cuttings will be stored in 55-gallon drums. Drums and bentonite chips will be provided by the driller. The waste soil cuttings from the drilling activity will be disposed at a local Type I landfill, assuming the waste has low levels of hydrocarbons based on the results of the soil testing. If high levels of hydrocarbons are in the waste soil, L&G would prepare a separate cost proposal for disposing the soil cuttings at an approved landfill.

4.0 Report Preparation

Upon receipt of the analytical report, L&G will coordinate and evaluate the data against current environmental regulations and prepare a report of the project, which will include a discussion of project activities, laboratory analytical reports, tables, maps, site photographs, boring logs, conclusions and recommendations.

5.0 Contract Management

L&G has conducted a preliminary background search on the project in order to develop a cost proposal for this project. L&G will coordinate with Urban County Program on a bi-weekly basis to provide updates on the progress of the project. L&G will develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan will include developing a project schedule and coordinating field work associated with subcontractors to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.



HIDALGO COUNTY

LIMITS OF PHASE I

206

207

214

217

224

227
(2A)

234
(1B)

237
(1A)

238

Liberty Blvd

23rd St

Diamond Ave

US 83

Expressway 83

LIMITS OF PHASE I

Cindy St

Alma St

LIMITS OF SUE

LEGEND

- ⊗ PROP SAMPLE LOCATION
- ⋯ PROP ROW
- ▭ PARCELS
- - - SUE LIMITS
- MAIN ROADS
- ══ STATE ROADS



1 inch = 500 feet

 **L&G Engineering**
Transportation Consulting Engineers

PENITAS DRAIN PHASE II SAMPLE LOCATION MAP

EXHIBIT A

EXHIBIT "C"

Work Schedule Hidalgo County Urban County Program

| TASK AND DESCRIPTION | FIRM | 2015 | | 2016 | | | | |
|--|---------|----------|----------|---------|----------|-------|-------|----------|
| | | November | December | January | February | March | April | December |
| Phase II: Phase II ESA | | | | | | | | |
| Develop Sampling Plan | L&G | | | | | | | |
| Phase II: Subsurface Investigation | | | | | | | | |
| Field Working | AEC | | | | | | | |
| Drilling | L&G LAB | | | | | | | |
| Phase II: Final Reports & Deliverables | | | | | | | | |
| Report Preparation and Deliverables | L&G | | | | | | | |
| Final Report and Deliverables | AEC | | | | | | | |

EXHIBIT D
ESTIMATED MAN-FOUR BREAKDOWN

Penitas Drain Limited Phase II Environmental Site Assessment

| | MANHOURS | | | | | | | | | | TOTAL LINE ITEM COST |
|---|------------------------|-----------------|---|---------------------------------------|--------------------------------------|-----------------------------|------------------|-------------|----------------------|-------------|----------------------|
| | Senior Project Manager | Senior Engineer | Senior Environmental Planner / Specialist | Environmental Planner / Specialist II | Environmental Planner / Specialist I | CADD Operator / GIS Analyst | Admin / Clerical | TOTAL HOURS | Sub-Contract Amounts | | |
| CONTRACT RATE | 211.40 | 175.16 | 147.98 | 90.6 | 78.52 | 66.44 | 60.40 | | | | |
| WORK AUTHORIZATION NO. 2 | | | | | | | | | | | |
| LIMITED PHASE II - Environmental Site Assessment | | | | | | | | | | | |
| 1 Develop Sampling Plan | | | 16 | 0 | 0 | 2 | | 18 | | \$ 2,500.56 | |
| 2 Subsurface Investigation | | | | 4 | 4 | | | 8 | \$ 5,309.69 | \$ 676.48 | |
| 3 Waste Disposal | | | | 4 | 4 | | | 8 | \$ 2,080.00 | \$ 676.48 | |
| 4 Report Preparation | | | | 8 | 8 | 2 | | 18 | | \$ 1,485.84 | |
| 5 Contract Management | | | 16 | 0 | 0 | | | 16 | | \$ 2,367.68 | |
| SUB-TOTAL | 0 | 0 | 32 | 16 | 16 | 4 | 0 | 68 | \$ 7,389.69 | \$ 7,707.04 | |

Sub-Total Manhours Fee with Subconsultant Fee: \$ 15,096.73

DIRECT EXPENSES:

LIMITED PHASE II ESA

Mileage
Document Copies

| | | | | | |
|------|--------------|------|-----|----|-------|
| 0.56 | per mile | Qty. | 150 | \$ | 84.00 |
| 30 | per document | | 3 | \$ | 90.00 |

Subtotal Direct Expenses Costs: \$ 174.00

*** TOTAL PROJECT FEE: \$ 15,271.00**

*Rounded Fee

Exhibit D
Ambiotec Environmental Consultants, Inc.
Laboratory Services-Rush

| Materials/Equipment | Amount |
|---|-------------------|
| Misc. Supplies (gloves, paper towels, trash bags, etc.) | \$55 |
| Organic Vapor Meter (OVM) – (1 day @ \$100/day) | \$100 |
| Mileage – 1101 East Harrison, Harlingen to Penitas, Texas is 50 miles (100 miles @ \$0.55/mile) | \$55 |
| SUB-TOTAL | \$210 |
| AEC Labor – Field Work | |
| Environmental Scientist (Project Coord. and Field Work (10 hours @ \$98/hour)) | \$980 |
| SUB-TOTAL | \$980 |
| Subcontract Laboratory | |
| Laboratory Analysis – TPH, BTEX/MTBE (6 Samples @\$225.56/Sample) | \$1,353.36 |
| Laboratory Analysis – PAH (1 Sample @ \$341.25/Sample) | \$345.25 |
| TRRP Reporting Package | \$258.28 |
| SUB-TOTAL | \$1,956.89 |
| Waste Disposal | |
| Environmental Scientist (4 hours @ \$98/hour) | \$392 |
| Waste Disposal – ((6) 55-gallon drums @ 100/drum) | \$600 |
| Mileage - Harlingen to Job site, Job Site to Landfill (126 miles @ \$0.55/mile) | \$69.3 |
| SUB-TOTAL | \$1,061.3 |
| AEC Labor - Project Report | |
| Senior Consultant/Peer Review (1 hour @ \$135/hr.) | \$135 |
| Project Manager/Environmental Scientist (7 hours @ \$98/hr.) | \$686 |
| Drafting Tech (3 hours @ \$55/hour) | \$165 |
| Administrative (3 hours @ \$38.5/hour) | \$115.5 |
| SUB-TOTAL | \$1,101.5 |
| TOTAL | \$5,309.69 |

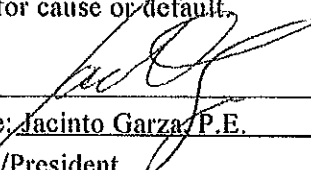
Exhibit D
L&G Laboratory Geotechnical Field Services
Penitas Drain Phase II Project

| | SERVICES | UNITS | UNITS | UNIT COST | TOTAL COST |
|----------------------|---|-------------|-------|-----------|--------------------|
| I. | Project Management / Geo Report | | | | |
| | A. Principal / Project Manager | Hours | | \$ - | \$ - |
| | B. Senior Project Engineer (Report) | Hours | | \$ - | \$ - |
| | C. Project Engineer (Report) | Hours | | \$ - | \$ - |
| | D. CADD Tech | Hours | | \$ - | \$ - |
| | E. Admin/Clerical (Report) | Hours | | \$ - | \$ - |
| | F. Project Engineer (Soil Classification) | Hours | | \$ - | \$ - |
| | G. Project Engineer (Boring Logs) | Hours | | \$ - | \$ - |
| II. | Utility Clearances / Boring Locates | | | | |
| | A. Technician(Logger)(Locate Borings)(Util Clr) | Hours | | \$ - | \$ - |
| | B. Staff Engineer/Geologist/Scientist | Hours | | | |
| | C. Rebar (stakes with impalement covers) | Cost +12.5% | | | |
| | D. Vehicle Charge | Mile | | | |
| | E. Mileage | Mile | | \$ - | \$ - |
| III. | Field Exploration | | | | |
| A | Mobilization/Demobilization | | | | |
| | Mobilization - Local | Day | 1 | \$ 250.00 | \$ 250.00 |
| B | Field Exploration | | | | |
| | 1. Soil Boring/Solid Stem w SPT Testing | Feet | 60 | \$ 28.00 | \$ 1,680.00 |
| | 2. Soil Containment Drums (55gal.) | Ea. | 6 | \$ 25.00 | \$ 150.00 |
| | 3. Field Logger / Engineering Tech | Hour | | \$ - | \$ - |
| | 4. 24 Hr. Water Level Observations | Hour | | | |
| | 5. Piezometers | Each | | | |
| | 6. Vehicle Charge (Support Vehicle) | Mile | | | |
| | 7. Vehicle Charge (Logger) | Mile | | \$ - | \$ - |
| IV | Laboratory Study | | | | |
| | 3. Moisture Content | Ea. | | \$ - | \$ - |
| | 4. Atterberg Limits | Ea. | | \$ - | \$ - |
| | 5. -200 Determination | Ea. | | \$ - | \$ - |
| | 6. Hydrometer Analysis | Ea. | | \$ - | \$ - |
| | 7. Unconfined Compression Testing | Ea. | | \$ - | \$ - |
| Project Total | | | | | \$ 2,080.00 |

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

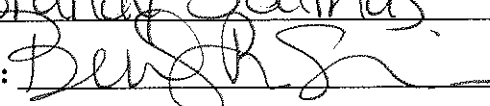
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Jacinto Garza/P.E.
Title: CEO/President
Telephone Number: (956) 565-9813
Date: October 14, 2015

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

*****UCP STAFF ONLY*****

VERIFICATION

DATE VERIFIED ON SAM: 10/15/2015
HAS ACTIVE EXCLUSIONS? YES NO
UCP COORDINATOR NAME: Brandy Salinas
UCP COORDINATOR SIGNATURE: 

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 _____, 20__.

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

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

This SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and _____, Professional Engineers of, _____, Texas, hereinafter called "Engineer".

WITNESSETH

WHEREAS, the Owner and the Engineer executed the Agreement on the ____ day of _____ 20__ concerning engineering for _____ (hereinafter referred to as the "Project"); and,

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

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

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

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE