

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-227-02-09
Work Authorization Form

WORK AUTHORIZATION NO. 4

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, **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide services for Mile 6W from Mile 9 North to Mile 11 North

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

The scope of services to be provided by the **Engineer** is identified in **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 **\$628,961.20**. This amount is based upon the costs outlined in the Estimated **Fee 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 and 7** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. 6-1315-431-00-121-039-0-721
Requisition Number 300122

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, , and terminate on completion of services as indicated in Exhibit B, Scope of Services to be Provided by Engineering

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**. The following subconsultants are approved to work under the Agreement with this Work Authorization No. 4:

Cordia SUE, LLC
Half & Associates, Inc.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner A. C. Cuellar as to content and detail of this Work Authorization No. 4.

HIDALGO COUNTY PRECINCT NO. 1 _____

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 _____, 2016.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

By: Jesse Salinas

ATTEST:

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia, County Judge

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 "D" - Cost Proposal

WORK AUTHORIZATION NO. 4
MILE 6 WEST ROAD
Mile 9 North to Mile 11 North
EXHIBIT "A"
Services to be Provided by the Owner

CSJ: 0921-02-168
Highway: Mile 6 West Road
County: Hidalgo
Limits: From Mile 9 North to Mile 11 North
Project Length: 2.0 miles
Area Office: Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 36-foot paved two-lane roadway with center turn lane

Proposed Improvements will consist of constructing a paved urban roadway consisting of an 82 foot face to face of curb. The roadway section will consist of four 12-foot travel lanes, one 14-foot continuous left turn lane, two 10-foot shoulders and 6-foot sidewalks on both sides. A storm sewer system will be provided for drainage within the above limits. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- 1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- 2) Authorization to the Engineer to begin work.
- 3) Payment for work performed by the Engineer.
- 4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 5) Acquire additional Right of Way identified by the Engineer
- 6) Pay for all Title Commitment/Updates and Title Insurance Policy
- 7) Provide any available relevant data that may on file concerning the Project.
- 8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
- 10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
- 11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
- 13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 14) Condemnation services

WORK AUTHORIZATION NO. 4
MILE 6 WEST ROAD
MILE 9 NORTH to MILE 11 NORTH
EXHIBIT "B"

Scope of Services to be Provided by the Engineer

CSJ: 0921-02-168
Highway: Mile 6 West Road
County: Hidalgo
Limits: From Mile 9 North to Mile 11 North
Project Length: 2.0 miles
Area Office: Pharr Area Office

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COORDINATION

- 1) The Engineer shall design, develop and prepare all documents in English units.
- 2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
- 3) The Engineer shall utilize Microstation computer graphics system. Roadway design will be developed in GEOPAK.
- 4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
- 5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
- 6) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
- 7) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

RIGHT OF WAY ACQUISITION – LIMITED TO 67 PARCELS

- 1) Appraisal
 - a) Appraiser will be selected from TxDOT's list of state approved fee appraisers.
 - b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Engineer, 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) 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 Engineer and/or the County.

Exhibit B Cont'd

- h) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
 - i) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is 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.
- 2) Appraisal Review
- a) Review Appraiser will be selected from TxDOT's list of state approved fee appraisers.
 - 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 the 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 is 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.
- 3) 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 Engineer 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 Engineer 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 is 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.
- 4) Relocation Assistance Services for Residential and Business
- a) Relocations will be limited to 5 residential and 1 business
 - b) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
 - i) Page one of the Relocation Advisory Assistance – Parcel Record
 - ii) Displacee Move Plan
 - iii) Certification of Eligibility
 - iv) Relocation Assistance Brochure
 - c) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the County.
 - d) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
 - e) Compute and submit request for relocation housing/rental supplement to the Owner on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
 - f) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.
 - g) Provide 30-day notice once property has been acquired by the County. Note: the Displacee must be given a minimum of 90 days notice.
 - h) Notify the Owner immediately if Displacee does not move after the 30-day notice expires.
 - i) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Owner and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the Project Manager.
 - j) For non-residential moves, Negotiated Self-Moves
 - i) If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
 - ii) If the moving plan for a Negotiated Self-Move is less than \$20,000 the Engineer must submit Negotiated Self-Move Request with an abbreviated moving plan for the business owner or tenant. This includes photos, written inventory

Exhibit B Cont'd

list, type of move requested, and project move date. This is required for pre-approval by the County.

- k) For all Negotiated Self-Moves, the Engineer is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Engineer and not the Displacee. Moving estimates must be prepared in writing and in the name of the County and not the Engineer.
- l) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and County procedures.
- m) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- n) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- o) Process and compute increased interest payments as required.
- p) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the Owner.
- q) Prepare all relocation payment claim submissions for all Displacees in accordance with State and County guidelines.
- r) Deliver warrants in accordance with County guidelines.
- s) Issue Relocation Survey to all Displacees.
- t) Provide an executed Certification of Eligibility form with all Displacee claims.

SUBSURFACE UTILITY ENGINEERING

- 1) Provide 80 Quality Service Level "A" Test Holes (TH) to a maximum depth of 8 feet.
- 2) Additional depth over the above will be paid for as identified in Attachment D, "Fee Proposal"
- 3) Investigate, evaluate, measure and record
 - a) Actual depth to top of utility referenced to a marker installed directly above the centerline of the exposed utility structure
 - b) Outside diameter of utility and configuration of non-encased, multi-conduit systems.
- 4) Furnish and install markers directly above the centerline of utility structure and in each excavated test hole.
- 5) Furnish and provide traffic control as required to complete work.
- 6) Obtain excavation permits as required by local jurisdiction. Provide copies and receipts of all excavation permits obtained. Should permits not be required, amounts indicated in Exhibit D will not be applicable.
- 7) Backfill around the exposed facility using the excavated materials. Excavations will be backfilled and compacted in lifts. Compaction will comply with permit requirement.
- 8) Provide permanent restoration of pavement within limits of original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as reasonably possible to the condition that existed prior to excavation.
- 9) Evaluate and compare field information with utility information described in utility records and resolve conflicts.
- 10) Develop plan sheets showing located utilities. Provide digital files of information obtained.
- 11) Provide x, y and z coordinates of each located utility to project coordinate system for natural ground and to top of utility. Project monuments to be provided by TEDSI.
- 12) Provide Microstation 3d file with TH information obtained.

| DESCRIPTION | FEE |
|-------------------------|---------------|
| TEDSI | \$ 80,460.00 |
| Cordia SUE, LLC | \$ 116,000.00 |
| Half & Associates, Inc. | \$ 360,957.50 |
| TEDSI Management Fee | \$ 71,543.70 |
| TOTAL FEE PROPOSAL | \$ 628,961.20 |