



May 9, 2017

The Honorable Joseph Palacios  
Commissioner, Hidalgo County Pct. No. 4  
1051 N. Doolittle Road  
Edinburg, Texas 78539

**RE: Supplemental No. 1 to Work Authorization No. 2  
FM 2220 (Ware Road) from Mile 3 N to Mile 5N**

Dear Commissioner Palacios:

L&G Engineering is resubmitting for your review and approval, Supplemental No. 1 to Work Authorization No. 2 for the FM 2220 (Ware Road) from Mile 3 to Mile 5 Project. This Supplemental Work Authorization will provide Right-of-Way Acquisition for three (3) Outfall Parcels as requested by the Texas Department of Transportation (TxDOT) (see letter attached). As previously mentioned, these Parcels are needed to connect TxDOT's proposed storm drain system to the McAllen-Mission Lateral.

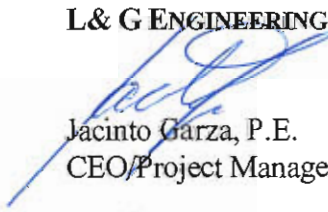
Attached you will find the following:

- 1.) Two signed originals of Supplemental No. 1 to Work Authorizations No. 2 with the following attachments:
  - Project Location Map
  - Exhibit A "Services to be provided by the Owner"
  - Exhibit B " Services to be provided by the Engineer"
  - Exhibit C "Work Schedule"
  - Exhibit D-1 "Fee Schedule - ROW Acquisition Services"

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,

**L&G ENGINEERING**

  
Jacinto Garza, P.E.  
CEO/Project Manager

Attachments

**EXHIBIT “F”**  
Supplemental Agreement Form

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. 1  
TO WORK AUTHORIZATION NO. 2  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-13-178-08-20**

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the “**Owner**”, and **L&G ENGINEERING**, professional engineers of Mercedes, Texas, hereinafter called the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 20th day of August, 2013 concerning professional engineering services for the “**FM 2220 (Ware Road)**” project from Mile 3 N. (FM 1924) to Mile 5 N. (FM 676) hereinafter referred to as the “**Project**”; and,

**WHEREAS**, it has become necessary to amend “*Exhibit B – Services to be provided by the Engineer*” of Work Authorization No. 2, Part 1 of the Agreement – Scope of Work as identified below:

- (1) As requested by the Texas Department of Transportation (TxDOT), provide Right-of-Way Acquisition Services for three (3) Outfall Parcels. These parcels will connect TxDOT’s proposed storm drain system to the McAllen-Mission Lateral; and,

**WHEREAS**, it has become necessary to amend “*Exhibit C – Work Schedule*” of Work Authorization No. 1, Part 5 of the Agreement – Period of Service, to include sufficient time needed for the additional services to be provided.

**WHEREAS**, it has become necessary to amend “*Exhibit D-1 – Project Fee Schedule and Estimated Man-hour Breakdown*” of Work Authorization No. 2, Part 2 of the Agreement – Estimated Cost, to increase the original Work Authorization amount of **\$1,067,000.00** to **\$1,125,831.00**; therefore the amount of **Supplemental No. 1 is \$58,831.00.**

A. AGREEMENT

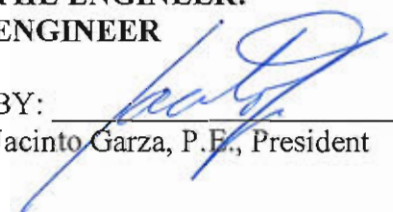
**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Sections of the Agreement, EXHIBIT "B" -- SERVICES TO BE PROVIDED BY THE ENGINEER, EXHIBIT "C" -- WORK SCHEDULE and EXHIBIT "D-1" -- FEE SCHEDULE FOR RIGHT-OF-WAY ACQUISITION SERVICES, are revised to reflect the above listed modifications of this Supplemental.

**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 \_\_\_\_\_, 2017.

**THE ENGINEER:  
ENGINEER**

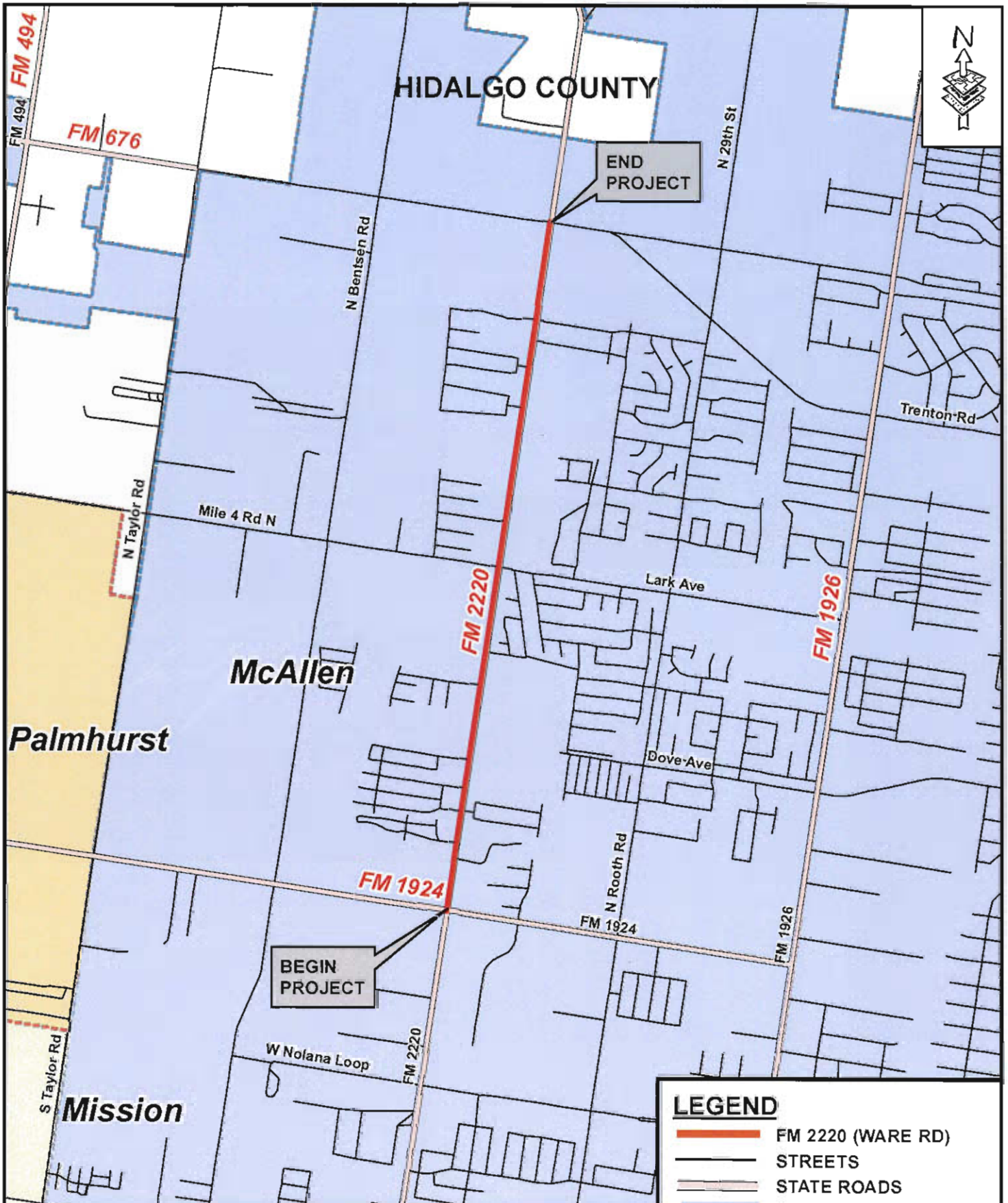
BY:  \_\_\_\_\_  
Jacinto Garza, P.E., President

**THE OWNER:  
HIDALGO COUNTY**

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

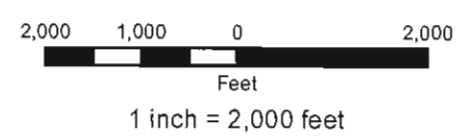
LIST OF EXHIBITS:

- Location Map
- EXHIBIT A -- "Services to be provided by County"
- EXHIBIT B -- "Services to be provided by Engineer"
- EXHIBIT C -- "Work Schedule"
- EXHIBIT D-1 -- "Fee Schedule for ROW Acquisition Services"



**LEGEND**

- FM 220 (WARE RD)
- STREETS
- STATE ROADS
- MCALLEN CITY LIMITS



**FM 220 (WARE RD)  
LOCATION MAP**  
FROM FM 1924 (MILE 3) TO MILE 5 NORTH  
APPROX. PROJECT LENGTH 2.0 MILES



**EXHIBIT "A"**  
**Services to be provided by the County**

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County 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. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**SECTION 1-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: CSJ: 2094-01-038

PROJECT/DESCRIPTION: RIGHT-OF-WAY ACQUISITION -  
3 OUTFALL PARCELS

LENGTH: 2.0 MILES

HIGHWAY: FM 2220 (WARE ROAD)

LIMITS: FROM MILE 3 TO MILE 5

**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)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

CITY shall mean the City of \_\_\_\_\_.

**EXHIBIT “B”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

**SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES**  
**(for EST. 3 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)**

(Services to be provided by L&G Engineering)

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
		<b>1) PROJECT ADMINISTRATION</b>
<u>YES</u>	<u>NO</u>	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	c) Overhead Costs
		i) Administrative costs
<u>YES</u>	<u>NO</u>	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.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
<u>YES</u>	<u>NO</u>	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.
		<b>2) TITLE SERVICES</b>
<u>YES</u>	<u>NO</u>	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 and paid as a separate item.
<u>YES</u>	<u>NO</u>	b) Secure title commitment updates in accordance 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 and paid as a separate item.
<u>YES</u>	<u>NO</u>	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
		<b>3) APPRAISAL</b>
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are 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.
<u>YES</u>	<u>NO</u>	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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 TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
<u>YES</u>	<u>NO</u>	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
<u>YES</u>	<u>NO</u>	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
<u>YES</u>	<u>NO</u>	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.
		<b>4) APPRAISAL REVIEW</b>
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
 Provided By:  
ENGINEER COUNTY

- |                                       |           |   |
|---------------------------------------|-----------|---|
| <u>YES</u>                            | <u>NO</u> | 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.                             |
| <br>                                  |           |   |
| <b>5) APPRAISAL UPDATES</b>           |           |   |
| <u>YES</u>                            | <u>NO</u> | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.  |
| <u>YES</u>                            | <u>NO</u> | 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 TxDOT.                 |
| <u>YES</u>                            | <u>NO</u> | 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/TxDOT.  |
| <u>YES</u>                            | <u>NO</u> | 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.   |
| <u>YES</u>                            | <u>NO</u> | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.  |
| <br>                                  |           |   |
| <b>6) NEGOTIATION, TASKS AND FEES</b> |           |   |
| <u>YES</u>                            | <u>NO</u> | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.   |
| <u>YES</u>                            | <u>NO</u> | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.  |
| <u>YES</u>                            | <u>NO</u> | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.   |
| <u>YES</u>                            | <u>NO</u> | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| <u>YES</u>                            | <u>NO</u> | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).   |
| <u>YES</u>                            | <u>NO</u> | f) Respond to property owner inquiries verbally and in writing within two business days.  |
| <u>YES</u>                            | <u>NO</u> | g) Prepare a separate negotiator contact report for each parcel per contact.  |

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
 Provided By:  
ENGINEER COUNTY

- |            |            |   |
|------------|------------|---|
| <u>YES</u> | <u>NO</u>  | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.  |
| <u>YES</u> | <u>NO</u>  | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT 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. |
| <u>YES</u> | <u>NO</u>  | j) Prepare final offer letter, documents of conveyance as necessary.  |
| <u>YES</u> | <u>NO</u>  | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.   |
| <u>YES</u> | <u>NO</u>  | 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.  |
| <u>YES</u> | <u>NO</u>  | m) Provide a monthly progress report per parcel by the 25th of the month with invoice.  |
| <u>YES</u> | <u>NO</u>  | n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.  |
|            |            | <b>7) CLOSING SERVICE FEES</b>  |
| <u>YES</u> | <u>NO</u>  | 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.   |
| <u>YES</u> | <u>NO</u>  | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.   |
| <u>YES</u> | <u>NO</u>  | 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 TxDOT for acceptance by the Texas Transportation Commission.   |
|            |            | <b>8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).</b>  |
| <u>N/A</u> | <u>N/A</u> | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)  |
| <u>N/A</u> | <u>N/A</u> | b) L&G will provide advisory services to business displacements and relocate them effectively.  |
| <u>N/A</u> | <u>N/A</u> | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.  |
|            |            | <b>9) CONDEMNATION SUPPORT</b>  |
| <u>YES</u> | <u>NO</u>  | 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. <u>Spouses of owners must also be joined.</u>   |

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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Services  
Provided By:  
ENGINEER COUNTY

- 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, Preappraisal 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.
- YES      NO
- b) Post Hearing Support (by COUNTY Attorney)
    - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY 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 COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

**EXHIBIT “B”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
 Provided By:  
ENGINEER COUNTY

- 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) COMPENSABLE UTILITIES**

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- |            |           |  |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | a) Preliminary Design Consultations <ul style="list-style-type: none"> <li>i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.</li> </ul> |
| <u>YES</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none"> <li>i) Provide maps to Utility providers to “redline” and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.</li> </ul>  |
| <u>YES</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none"> <li>i) Provide project schedule.</li> <li>ii) Request schedules for utility adjustments.</li> <li>iii) Identify who is responsible for utility process.</li> </ul>  |
| <u>YES</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none"> <li>i) Request Documents.</li> <li>ii) Coordination of data on maps and citation of property interest documents.</li> <li>iii) Confirm utilities are within easements.</li> </ul>   |
| <u>YES</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none"> <li>i) Identify utilities that are compensable.</li> <li>ii) Determine parties and agreements necessary to complete compensable process.</li> <li>iii) Coordinate execution and processing of Standard Utility Agreements.</li> </ul>   |
| <u>YES</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none"> <li>i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.</li> <li>ii) Attend and participate in meetings by other parties.</li> </ul>   |

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
ENGINEER COUNTY

**11) PAYMENT SCHEDULE**

- | <u>YES</u> | <u>NO</u> |   |
|------------|-----------|---|
|            |           | a) Project Administration   |
|            |           | i) Payment and Milestones   |
|            |           | (a) 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 COUNTY OF HIDALGO will be required.  |
|            |           | b) Title Services   |
|            |           | ii) Payment   |
|            |           | (a) Per Parcel basis.   |
|            |           | iii) Milestones   |
|            |           | (a) 100% upon securing initial title commitment.  |
|            |           | c) Appraisal Services   |
|            |           | i) Payment  |
|            |           | (a) Per Parcel Basis  |
|            |           | ii) Milestones  |
|            |           | (a) 100% paid upon delivery of complete and acceptable appraisal report                                       |
|            |           | d) Appraisal Review   |
|            |           | i) Payment  |
|            |           | (a) Per Parcel Basis  |
|            |           | ii) Milestones  |
|            |           | (a) 100% upon submission of ROW-A-10  |
|            |           | e) Appraisal Update   |
|            |           | i) Payment  |
|            |           | (a) Per Parcel Basis  |
|            |           | ii) Milestones  |
|            |           | (a) 100% upon delivery of complete and acceptable appraisal update.   |
|            |           | f) Negotiation, Task, and Fees  |
|            |           | i) Payment  |
|            |           | (a) Per Parcel Basis  |
|            |           | ii) Milestones  |
|            |           | (a) 80% upon presentation of initial offer.   |
|            |           | (b) 20% upon successful negotiation and all instruments are recorded.   |
|            |           | g) Closing Service Fees   |
|            |           | i) Payment  |
|            |           | (a) Per Parcel Basis  |
|            |           | ii) Milestones  |
|            |           | (a) 100% upon recordation of instrument of conveyance.  |
|            |           | h) Relocation Assistance  |
|            |           | i) Payment  |
|            |           | (a) Per Relocation  |
|            |           | ii) Milestones  |
|            |           | (a) 100% upon issuance of 90-day vacancy letter.  |
|            |           | i) Compensable Utilities  |
|            |           | i) Payment  |
|            |           | (a) By percent complete   |

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**ADDITIONAL RESONSIBILITIES**

**Easements, Letters of Permission, Etc.**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**Coordination of Utilities**

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

**Meetings**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**Specifications, Special Provisions, Special Specifications**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

**Project Manager/Engineer Communication**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

**Design Responsibilities**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

**EXHIBIT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**Document and Information Exchange**

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

**Proposal Time**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

**Office Location**

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

<u>Service</u>	<u>Office Location</u>
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the \_\_\_\_\_ Mercedes \_\_\_\_\_  
(City)

office located at 2100 West Expressway 83 \_\_\_\_\_,  
(Address)

Mercedes \_\_\_\_\_, \_\_\_\_\_ Texas \_\_\_\_\_  
(City) (State)

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet  
Detailed Index of Sheets
2. Typical Sections
3. General Notes and Specifications Data
4. Estimate and Quantity Sheets
5. Storm Water Pollution Prevention Plan (SW3P) Sheets
6. Traffic Control Plans
  - a. Sequence of Construction Layouts
  - b. Detour Plan/Profile/Typical Sections/Quantities
7. Roadway Layouts
  - a. Roadway Plan/Profile Sheets
  - b. Intersection Plan/Profile Sheets
  - c. Intersection Layouts
  - d. Alignment Layouts/Data
  - e. Ramp Layouts/Profiles
  - f. Connection Roads/U-turns Layouts/Profile
8. Roadway Details
  - a. Concrete Pavement Details/Standards
  - b. Concrete Pavement Terminal Anchorage Details/Standards
  - c. Bridge Approach Details/Standards
  - d. Bridge Terminal Anchorage Details/Standards
  - e. Roadway/Median Barrier Details/Standards
  - f. Curb Details
  - g. Driveway Details/Typical Sections/Standards
9. Signing Layouts and Marking Layouts
10. Traffic Signal Layouts
11. Lighting Layouts
12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)
13. Utility Layouts/Profiles
14. Drainage Area Maps and Hydraulic Data
  - a. General Drainage Area Maps
  - b. Stage-Discharge Curves
  - c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
  - d. Drainage Area Maps/Culverts/Storm Sewer
  - e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps
15. Detailed Drainage Plans
  - a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
  - b. Channel Plan/Profiles/Typical Sections
  - c. Box Culvert Plan/Profile
  - d. Pipe Sewer/Culvert Cross Sections

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
  - a. Inlet Details/Standards
  - b. Manhole Details/Standards
  - c. Junction Box Details/Standards
  - d. Safety End Treatment Details/Standards
  - e. Box Culvert Details/Standards
  - f. Culvert Wingwall Details/Standards
  - g. Excavation-Backfill Diaphragms
  - h. Riprap Details/Standards
  - i. Temporary Pollution and Erosion Control Details
  
17. Pumphouse Layouts
  
18. Pumphouse Details
  
19. Pumphouse Standard Details
  
20. Bridge Layouts/Profile/Typical Sections\*
  
21. Bridge Details\*
  - a. Summary of Bridge Quantities
  - b. Abutments
  - c. Interior Bents
  - d. Spans
  - e. Special details for the specific bridge
  
22. Bridge Standard Details\*
  
23. Bridge Railing Standards
  
24. Retaining Wall Layouts/Profiles\*\*
  
25. Retaining Wall Details\*\*
  
26. Retaining Wall Standard Details\*\*
  
27. Guard Fence/Standards and Signal Pole Standards
  
28. Signal/Electrical Details/Standards and Signal Pole Standards
  
29. Signing/Markers/Striping Details/Standards
  
30. Barricade/Construction/Beacon Standards
  
31. Miscellaneous Standards
  - a. Chain Link Fence Standards
  - b. Bridge End Detail/Standards
  - c. Roadway Clearance Details/Standards
  - e. Attenuator Standards

**NOTE:** Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet  
The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.
2. Project Layout  
The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.
3. Typical Sections  
See Part IV of the Highway Design, Operations and Procedures Manual.
4. Sequence of Work Sheets (Traffic Control Plan)  
Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.
5. Removal Item Sheets  
These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).
6. Summary Sheets  
Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.
7. Alignment Layout Sheets  
These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).
8. Plan Profile Sheet  
Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.
9. Drainage Area Maps  
Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.
10. Drainage Plan Profile Sheets  
These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.
11. Runoff, Inlet, Storm Sewer and Culvert Sheets  
Use standard sheets.

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details  
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.
13. Manhole and Inlet Details  
District standard reproducible sheets can be furnished (one each) to the ENGINEER.
14. Miscellaneous Detail  
Curb, Sidewalk, Driveways, etc.
15. Intersection Details
16. Marking Layouts and/or Details  
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.
17. Structural Details  
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
18. Overhead Sign Bridge Layouts  
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
  - (1) Drilled shaft size and length
  - (2) Soil strength used for design {indicate basis and boring(s) used}
  - (3) Design height
  - (4) Tower height
  - (5) Leg spacings and
  - (6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
---	---	Title Sheet
---	---	Project Layout
---	---	Sequence of Work
---	---	Detour Layouts & Profiles
---	---	Construction Pavement Markings
---	---	Signing & Barricades
---	---	Construction Sign & Beacons
---	---	Typical Sections
---	---	Shaping & Finishing Sections
---	---	Slopes Adjacent to Shoulders
---	---	Estimate & Quantities
---	---	General Notes & Specification Data
---	---	Grading Summary
---	---	Miscellaneous Summaries (See following "SUMMARIES" heading)
---	---	Horizontal Curve Data & Alignment Layouts
---	---	Drainage Summaries
---	---	Structure Summaries
---	---	Erosion Control Summary & Details
---	---	Plan/Profile Sheets
---	---	Erosion Control Summary & Details
---	---	Pavement Contours
---	---	Superelevation Transition (If Required)
---	---	Grading Contours
---	---	Guard Fence Layouts
---	---	Storm Water Pollution Prevention Plans (SW3P)
---	---	Drainage Area Maps
---	---	Hydraulic Data
---	---	Drainage Sheets
---	---	Bridge Hydrology Sheets
---	---	Inlet & Manhole Details
---	---	Utility Support Details
---	---	Culvert Cross Sections & Details
---	---	Special Culvert Designs
---	---	Special Drainage Details
---	---	Chain Link Fence Locations
---	---	Ramp Details Sheet
---	---	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
---	---	Pavement Details
---	---	Pavement Standard Modification for Concrete Shoulder
---	---	Concrete Pavement Continuously Reinforced (CPCR)
---	---	Concrete Pavement Construction Design (CPCD)
---	---	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
---	---	Bridge Approach Slab Details
---	---	Vehicle Attenuator Details
---	---	Miscellaneous Details
---	---	Wheelchair Ramps
---	---	Pavement Marking Details
---	---	Modified Standards
---	---	List of Standards
---	---	Permanent Signing Plans & Quantities

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**APPENDIX C - GENERAL PLAN CHECKLIST** *(continued)*

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
<b>Miscellaneous</b>		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
<b>Summaries</b>		<b>(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)</b>
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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APPENDIX C - GENERAL PLAN CHECKLIST (*continued*)

Services  
Provided By:  
ENGINEER COUNTY

Summaries	(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)	
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

**SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 2**  
**EXHIBIT D-1**

ESTIMATED PROJECT FEE SCHEDULE AND  
 MANHOUR BREAKDOWN

FM 2220 (Ware Road) Project  
 from Mile 3 N (FM 1924) to Mile 5 N (FM 676)

	MANHOURS						Right-of-Way Acquisition Cost	TOTAL LINE ITEM COST
	Senior Project Manager	Project Engineer	Right-of-Way Administrator	Admin / Clerical	TOTAL HOURS			
<b>CONTRACT RATE</b>	215.40	123.54	107.70	57.02				
<b>SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 2</b>								
<b>PHASE II - ROW ACQUISITION, COMPENSABLE UTILITY MANAGEMENT</b>								
1 Right-of-Way Acquisition (3 Outfall Parcels ) See Exhibit D-1 Page 2						\$ 41,400.00		
2 TxDOT Coordination on design to eliminate 1/2 of the parcels TxDOT requested	10	19	70	2.00	101		\$ 12,154.30	
3 Project Management	6	16	16	5.00	43		\$ 5,277.34	
<b>SUB-TOTAL</b>	<b>16</b>	<b>35</b>	<b>86</b>	<b>7</b>	<b>144</b>	<b>\$ 41,400.00</b>	<b>\$ 17,431.64</b>	

Subtotal Manhour Fee with Sub-Consultant Costs	\$ 58,831.64
<b>* Total Project Fee:</b>	<b>\$ 58,831.00</b>

\* Rounded Figure

**EXHIBIT "D-1"**  
**FEE SCHEDULE - L&G ENGINEERING'S ROW ACQUISITION SERVICES**

FM 2220 (Ware Road)  
 Limits: from Mile 3 (FM 1924) to Mile 5 (FM 676)  
 CSJ: 2094-01-038

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 Exhibit 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. 4- on a percent complete basis as approved by Hidalgo County Pct. 4.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by Hidalgo County Pct. 4. 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
3	\$5,950.00	\$600.00	\$2,750.00	\$800.00		\$3,500.00	\$200.00	0 Residential / 0 Business	
<b>Sub Total of Tasks</b>	\$17,850.00	\$1,800.00	\$8,250.00	\$2,400.00	*	\$10,500.00	\$600.00	\$0.00	<b>\$41,400.00</b>

(\*) Appraisal Update costs included in Project Administration.

(\*\*) Relocations - \$6,000 (Residential), \$5,000 (Business)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
L&G Consulting Engineers, Inc.  
Mercedes , TX United States

Certificate Number:  
2017-183279

Date Filed:  
03/27/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County

Date Acknowledged:

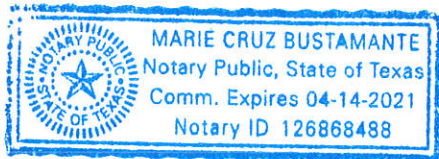
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
C-13-178-08-20  
FM 2220 (Ware Road) from Mile 3 to Mile 5 - Suppl. No. 1 to Work Auth. No. 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sandoval , Armando	Mercedes , TX United States		X
	Garza , Jacinto	Mercedes , TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Jacinto Garza  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jacinto Garza, this the 12th day of May, 2017, to certify which, witness my hand and seal of office.

Marie C. Bustamante Marie C. Bustamante Exec Admin  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
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Mercedes , TX United States

**Certificate Number:**  
2017-183279

**Date Filed:**  
03/27/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County

**Date Acknowledged:**  
05/12/2017

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
C-13-178-08-20  
FM 2220 (Ware Road) from Mile 3 to Mile 5 - Suppl. No. 1 to Work Auth. No. 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sandoval , Armando	Mercedes , TX United States		X
	Garza , Jacinto	Mercedes , TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath