

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement #C-17-137-05-16**

**WORK AUTHORIZATION NO. 1**

**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 Compensable Utility Management & Coordination of Adjustments for Dicker Road within Hidalgo County Precinct 2.

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 **\$137,062.96**. 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 4 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**

The timeline to be followed by the **Engineer** is identified in **EXHIBIT "C" – Project Schedule**.

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.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 1**.


**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 2:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ (cc approval date) \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE ENGINEER:  
L&G ENGINEERING**

  
\_\_\_\_\_  
By: Jacinto Garza, P.E.

**THE OWNER:  
HIDALGO COUNTY**

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

**ATTEST:**

\_\_\_\_\_  
By: Arturo Guajardo Jr., County Clerk

# **EXHIBIT A**

## **-Scope of Services to be provided by the County**

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

### **General:**

The Owner will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Section 4 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

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

---

**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

PROJECT/DESCRIPTION:   On-Call Services for “Road and Bridge, C.I.P. and Other Projects in General”

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

SURVEYOR shall mean R.O.W. Surveying Services, LLC

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

---

**SECTION 2 – PRELIMINARY DESIGN VALUES**  
(Function Code 102)

Uncontrolled Mapping (w/Contours & GIS Info)

*Uncontrolled mapping will be performed by the Surveyor on the 3 identified parcels for the project.*

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

---

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

(Services to be provided by L&G Engineering)

**1) 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:

- a) Preliminary Design Consultations
  - 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.
- b) Field Observations and Verifications
  - 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.
- c) Exchange of Information with Utility Providers
  - i) Provide project schedule.
  - ii) Request schedules for utility adjustments.
  - iii) Identify who is responsible for utility process.
- d) Confirmation of Property Interests
  - i) Request Documents.
  - ii) Coordination of data on maps and citation of property interest documents.
  - iii) Confirm utilities are within easements.
- e) Coordination of Agreements
  - i) Identify utilities that are compensable.
  - ii) Determine parties and agreements necessary to complete compensable process.
  - iii) Coordinate execution and processing of Standard Utility Agreements.
- f) Utility Meetings throughout project development
  - i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
  - ii) Attend and participate in meetings by other parties.

**2) PAYMENT SCHEDULE**

- a) 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:

Service  
Compensable Utility Mgt.


Office Location  
Mission 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 "C"**  
**PROJECT SCHEDULE**  
**On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"**

**WA #1 - Dicker Road ~ Compensable Utility Coordination Adjustments**

| TASK AND DESCRIPTION  | 2017 |     |     |      |     |     |     | 2018 |     |     |     |     |     |     |     |      |     |     |     |
|---|------|-----|-----|------|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
|   | JUN  | JUL | AUG | SEPT | OCT | NOV | DEC | JAN  | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC |
| <b>Dicker Rd. ~ Compensable Utility Management</b>                          |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| General Management & Coordination of Compensable Utility Relocation Process |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Preliminary Design Consultations  |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Field Observations and Verifications  |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Exchange of Information with Utility Providers                              |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Confirmation of Property Interests  |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Coordination of Agreements  |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Utility Meetings throughout project development                             |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Project Closeout  |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |
| Meetings & Coordination w/ Hidalgo Co. P2, TxDOT, & Utility Companies       |      |     |     |      |     |     |     |      |     |     |     |     |     |     |     |      |     |     |     |

 L&G Engineering

**EXHIBIT D  
FEE PROPOSAL**

**On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"  
WA#1 - Dicker Road Project ~ Compensable Utility Coordination Adjustments**

|   |   | MANHOURS  |                 |                            |                  |                 | L&G Total Line Item Cost | Sub-Consultant Amounts |  |
|---|---|---|-----------------|----------------------------|------------------|-----------------|--------------------------|------------------------|--|
|   |   | Senior Project Manager                            | Senior Engineer | Right-of-Way Administrator | Admin / Clerical | L&G TOTAL HOURS |                          |                        |  |
| <b>Dicker Road</b><br>(Compensable Utility Adjustments) |   |   |                 |                            |                  |                 |                          |                        |  |
| <b>CONTRACT RATE (FY 2017)</b>                          |   | <b>\$198.10</b>                                   | <b>\$164.14</b> | <b>\$124.52</b>            | <b>\$56.60</b>   |                 |                          |                        |  |
| 1   | General Management & Coordination of Compensable Utility Relocation Process | 80  |                 |                            | 60               | 140             | \$ 19,244.00             |                        |  |
| 2   | Preliminary Design Consultations  |   |                 | 120                        |                  | 120             | \$ 14,942.40             |                        |  |
| 3   | Field Observations and Verifications  |   |                 | 80                         |                  | 80              | \$ 9,961.60              |                        |  |
| 4   | Coordination and Management of Surveyor                                     |   | 4               |                            |                  | 4               | \$ 656.56                |                        |  |
| 4a  | SUB: R.O.W. Surveying Services, LLC ~ FC102 (Uncontrolled Mapping)          | (See Detailed Proposal from ROWSS on Page 2 of 2) |                 |                            |                  |                 |                          | \$ 6,000.00            |  |
| 5   | Exchange of Information with Utility Providers                              |   |                 | 120                        |                  | 120             | \$ 14,942.40             |                        |  |
| 6   | Confirmation of Property Interests  |   |                 | 80                         |                  | 80              | \$ 9,961.60              |                        |  |
| 7   | Coordination of Agreements  |   |                 | 200                        |                  | 200             | \$ 24,904.00             |                        |  |
| 8   | Utility Meetings throughout project development                             |   |                 | 60                         |                  | 60              | \$ 7,471.20              |                        |  |
| 9   | Project Closeout  |   |                 | 160                        |                  | 160             | \$ 19,923.20             |                        |  |
| 10  | Meetings & Coordination w/ Hidalgo Co. P2, TxDOT, & Utility Companies       | 40  |                 |                            | 20               | 60              | \$ 9,056.00              |                        |  |
| <b>Subtotal Hours</b>                                   |   | <b>120</b>  | <b>4</b>        | <b>820</b>                 | <b>80</b>        | <b>1024</b>     | <b>\$ 131,062.96</b>     | <b>\$ 6,000.00</b>     |  |

**Sub-Consultants**

**R.O.W. Surveying Services, LLC (ROWSS)**

**Cost Proposal**

\$6,000.00 (See Detailed Proposal from ROWSS on Page 2 of 2)

**GRAND TOTAL    \$    137,062.96**

**Exhibit "D"**  
**BUDGET**  
**LUMP SUM RATE BASIS OF PAYMENT**

Work Authorization No. \_\_\_\_\_

| A  | B   | C           | D        | E          | F           | G           | H           | I            | J        | K                 |
|----|---|-------------|----------|------------|-------------|-------------|-------------|--------------|----------|-------------------|
| 1  | <b>R.O.W. Surveying Services, L.L.C.</b>                                |             |          |            |             |             |             |              |          |                   |
| 2  | Highway: Dicker Road  |             |          |            |             |             |             |              |          |                   |
| 3  | County: Hidalgo County, Texas   |             |          |            |             |             |             |              |          |                   |
| 4  | From: 23rd Street to Jackson Road                                       |             |          |            |             |             |             |              |          |                   |
| 5  | Description of Work: Wpeqptqmgf 'O cr r lpi "for existing Gas Crossings |             |          |            |             |             |             |              |          |                   |
| 6  | TASK AND DESCRIPTION  | Survey      | Survey   | 4-man      | 3-man       | 2-man       |             | Admin/       | Total    | Cost              |
| 7  | FC 324 Wpeqptqmgf 'O cr r lpi 'Gz j ldlw                                | PM          | RPLS     | Technician | Survey Crew | Survey Crew | Survey Crew | SUE/per unit | Clerical | Hours             |
| 8  | FC 324 (Rt gko l p c t f 'E g d i p 'X c m g u) Lump Sum per Parcel     | HOURLY RATE | \$124.00 | \$125.00   | \$82.00     | \$175.00    | \$155.00    | \$130.00     | \$500.00 | \$50.00           |
| 9  | A. Wpeqptqmgf 'O cr r lpi (3 parcels @ \$2000 /parcel)                  |             |          |            |             |             |             |              |          |                   |
| 10 | FC 124 Subtotal Cost - Phas   |             |          |            |             |             |             |              |          | \$ 6,000.00       |
| 11 | Subtotal Hours  | 0           | 0        | 0          | 0           | 0           | 0           | 0            | 0        | 0                 |
| 12 | Subtotal Cost - Phase I   | \$0.00      | \$0.00   | \$0.00     | \$0.00      | \$0.00      | \$0.00      | \$0.00       | \$0.00   | \$ 6,000.00       |
| 13 |   |             |          |            |             |             |             |              |          |                   |
| 14 | <b>Total Fee FC 124</b>   |             |          |            |             |             |             |              |          | <b>\$6,000.00</b> |