

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-161-11-17
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L&G Consulting Engineers, Inc. d/b/a L&G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required to modify the Right-of-Way Map to include an additional 10 Parcels, Right-of-Way Acquisition, Compensable Utility Management, and Construction Management for the Phase III Veterans Boulevard (SH 495) project from IH2 (US83) to La Homa Road (FM 364).

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 \$1,718,000.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Estimated Man-hour Breakdown*.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" - Work Schedule*.

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. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 3.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3**

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

**THE ENGINEER:
L&G ENGINEERING**

By: Jacinto Garza, P.E.
President

**THE OWNER:
HIDALGO COUNTY**

By: Ramon Garcia,
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

- Location Map
- Exhibit A - Services to be provided by Owner
- Exhibit B - Services to be provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D-1 - Estimated Man-hour Breakdown

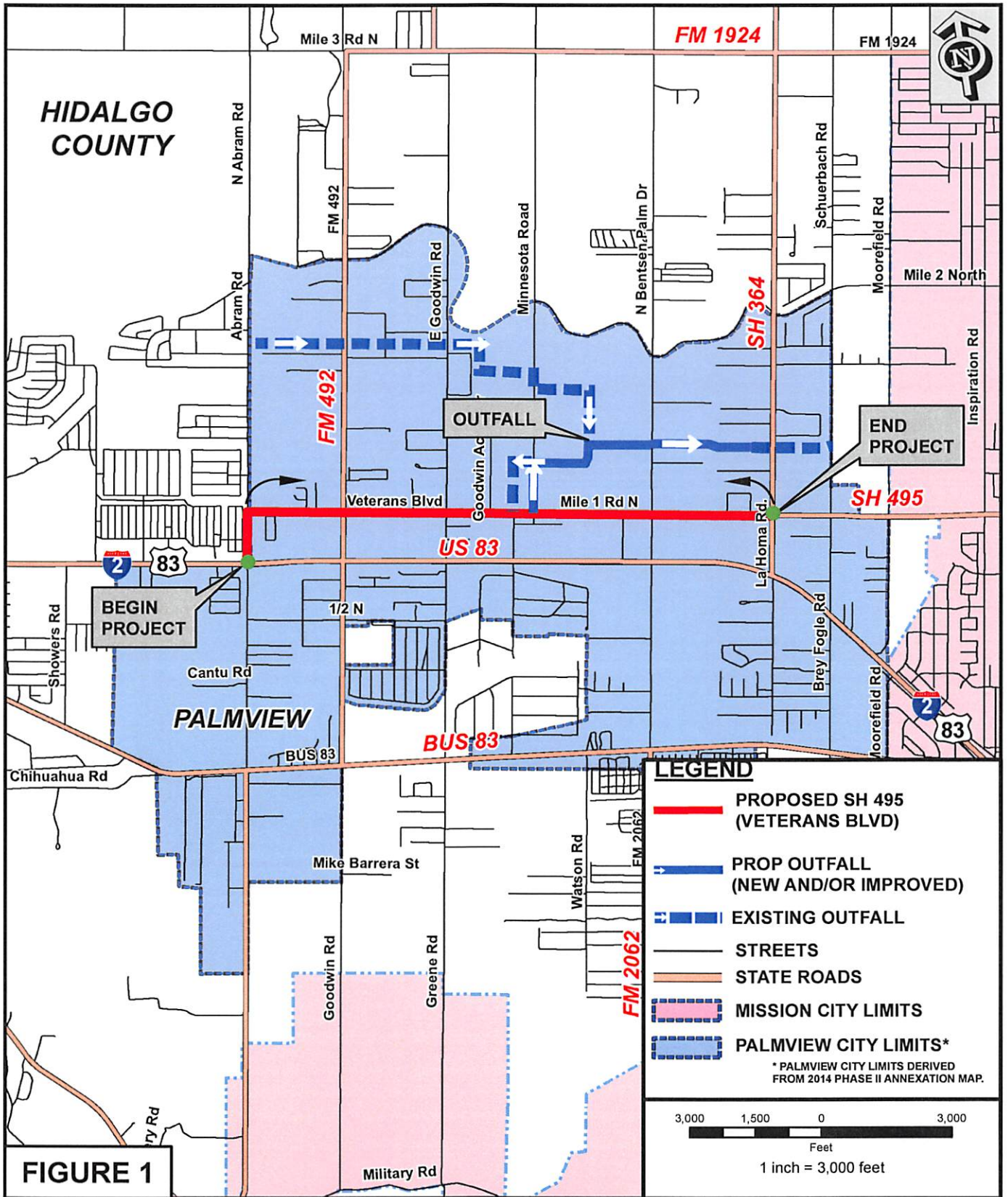


FIGURE 1

**SH 495 (VETERANS BLVD)
LOCATION MAP
FROM IH-2 (US 83) TO SH 364 (LA HOMA RD)
(Approx. 2.5 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 copies of all subdivision plats of record and/or in the subdivision process.
3. 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.
4. The County will process all acceptable requests for payment in a timely manner.

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

CONTROL: CSJ: 0865-01-108

PROJECT/DESCRIPTION: Right-of-Way Acquisition, Compensable Utility Management, Construction Management

LENGTH: 2.5 Miles

HIGHWAY: Veterans Blvd (SH 495)

LIMITS: IH-2/US 83 to SH 364 (La Homa)

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 Hidalgo County.

LPA shall mean Hidalgo County.

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

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services
Provided By:
SURVEYOR LPA

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the LPA.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:

For purposes of this Contract, the following definitions shall apply:

- 2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
- 2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
- 2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
- 2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
- 2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
- 2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
- 2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
- 2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
- 2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
- 2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

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

Services
 Provided By:
SURVEYOR LPA

- 2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*
- 2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

YES NO

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

- 3.1.1. Any and all interests of public record held in the land to be acquired.
- 3.1.2. The total record holdings of an owner contiguous to land to be acquired from that owner.
- 3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)
- 3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.
- 3.1.5. All called monuments, bearings, and distances as per recorded information.
- 3.1.6. Preliminary Parcel numbering system.
- 3.1.7. Any and all utilities (permitted or of record)
- 3.1.8. Reference Sample provided.

YES NO

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information. By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

- 3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

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

Services
Provided By:
SURVEYOR LPA
YES NO

3.2 *Right-of-Way Map Continued (continued)*

- 3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
- 3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
- 3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
- 3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
- 3.2.8. County lines and city limit lines shall be located and identified by name.
- 3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
- 3.2.10. Monumentation set or found shall be shown and described as to material and size.
- 3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
- 3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
- 3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
- 3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
- 3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
- 3.2.16. Building lines or set-back lines shall be shown and identified.
- 3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
- 3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
- 3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
- 3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

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

Services
Provided By:
SURVEYOR LPA
YES NO

3.2 *Right-of-Way Map Continued (continued)*

- 3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.
- 3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
- 3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.
- 3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.
- 3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.
- 3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.
- 3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.
- 3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.
- 3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:
- a. Month(s) and year abstracting upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year the map was completed by the SURVEYOR.
- 3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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

Services
Provided By:
SURVEYOR LPA

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES

NO

3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

- a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
- b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
- c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.

The property description shall continue with a metes and bounds description which shall include as a minimum:

- d. A point of commencing.
- e. A point of beginning with the appropriate N and E surface coordinates.
- f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.

- g. A description of all monumentation set or found shall include, as a minimum, size and material.
- h. A reference to the source of bearings, coordinates, and datum used.

YES

NO

3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

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

Services
 Provided By:
SURVEYOR LPA

4. DELIVERABLES:

In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11. |
| <u>YES</u> | <u>NO</u> | 4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3. <u>ROW Map Submittal Requirements:</u> 4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17") 4.2.2. One (1) paper set of the full-size ROW maps (22"x 34") 4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). <i>Do not include traverse sheet.</i> 4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD. <u>IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:</u> 4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the <u>revision</u> 4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the <u>revision</u> 4.2.7. Four (4) sets of any <u>revised</u> original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). <i>Do not include traverse sheet.</i> 4.2.8. Division needs one (1) electronic copy of the <u>revised</u> ROW Map sheets on a CD, and 4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor- detailing the <u>revision</u> -Both the electronic copy of the <u>revised</u> ROW Map sheets and the DGN file can be on one CD. |
| <u>YES</u> | <u>NO</u> | 4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment. |
| <u>YES</u> | <u>NO</u> | 4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline. |
| <u>YES</u> | <u>NO</u> | 4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made. |
| <u>YES</u> | <u>NO</u> | 4.6. Records used to establish ownership. |
| <u>YES</u> | <u>NO</u> | 4.7. ROW and parcel filed notes signed and sealed by a RPLS. |
| <u>YES</u> | <u>NO</u> | 4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information. |
| <u>YES</u> | <u>NO</u> | 4.9. Items indicated under the Automation Requirements Section 6. |
| <u>YES</u> | <u>NO</u> | 4.10. Completed (Attached) Checklist with submittal of ROW Map etc. |

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

Services
 Provided By:
SURVEYOR LPA

YES

NO

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

- 5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.
- 5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:
 - 5.2.1. In (List Applicable Counties): Counties (----- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.
- 5.3. Line and curve tables may be used when necessary.
- 5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.
- 5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

YES

NO

- 6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.
- 6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.
- 6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.
- 6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.
- 6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.
- 6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.
- 6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

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

Services
Provided By:
SURVEYOR LPA

YES NO

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

- 7.1. Completed right-of-way maps shall be submitted to the ENGINEER, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.
- 7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.
- 7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.
- 7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.
- 7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.
- 7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).
- 7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.
- 7.8. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the LPA, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

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

- Property descriptions i.e., lot, block, tract, subdivision, etc...
- Identify existing and proposed access denial locations (*if applicable*)

Proposed information:

- #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
- Survey and R.O.W. lines
- Basis of bearings
- Parcel bearings and distances correspond with traverse sheet
- Outside ties (P.O.C.) corresponds with field notes
- Point of beginning (P.O.B.) established on proposed R.O.W. line
- Parcel tied to baseline
- Baseline information shown i.e. Stationing, bearings, curve data, etc...
- Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
- Math checked on remainder

Improvements:

- Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
- Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:

- All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
- Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading

- County
- Highway
- Parcel number
- R.O.W. CSJ
- Construction CSJ

General Description or "preamble"

- Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:

- Size of parent tract
- Survey data or lot, block, and subdivision
- Name of last recorded seller and buyer
- Date, volume and page or document number of last recorded conveyance
- Records and county of last recorded conveyance

Beginning Description

- Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
- Point of beginning is on proposed R.O.W. line

Particular Description

- Traverse calls are clockwise sequence
- Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
- Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
- Calls are numbered
- Denial of access shall be described from beginning to end (*if applicable*)

Closing Description

- Last call leads back to P.O.B.
- Restates area of parcel

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

- Establishes taking in existing road R.O.W. if applicable
- Legal description is referenced to Plat
- Sealed and signed
- Include an access clause whether access is permitted or denied (*if applicable*)

PARCEL SKETCH:

- Shows P.O.B. and P.O.C.
- All data corresponds exactly with Map and Field Notes
- Sheet size is no larger than 8 1/2" x 11"
- Plat closely matches example provided
- Plat referenced to legal description
- Sealed and signed
- Include an access clause whether access is permitted or denied (*if applicable*)
- Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

- Computations show area to be acquired in sq. ft. or acres, whichever is applicable
- Computations show area that is existing road R.O.W. if applicable
- Traverse calls are in clockwise sequence
- Error of closure meets the following:

| | |
|---------------------------------|--------|
| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

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

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services
Provided By:
ENGINEER LPA

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

YES NO 1) The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

YES NO 2) The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

YES NO 3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the LPA and act as the LPA's representative as provided in the General Condition of the Construction Contract.

YES NO 4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

YES NO 5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the LPA against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the LPA of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

NO NO 6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the LPA for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

YES NO a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

NO NO b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

YES NO 8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

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

| | | |
|-----------|-----------|--|
| <u>NO</u> | <u>NO</u> | 9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows: |
| <u>NO</u> | <u>NO</u> | a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications. |
| <u>NO</u> | <u>NO</u> | b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications. |
| <u>NO</u> | <u>NO</u> | 10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA. |
| <u>NO</u> | <u>NO</u> | 11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished five (5) set of prints. |
| <u>NO</u> | <u>NO</u> | <u>CONSTRUCTION MATERIAL TESTING:</u> |

The ENGINEER will provide the LPA with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
- (g) Any additional laboratory testing as required/requested by the LPA and the project plans and specifications.
- (h) Providing accurate and timely reports to the LPA and all/other recipients as designated by the LPA.
- (i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

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

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 85 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

| Services Provided By: | | |
|--------------------------|------------|--|
| <u>ENGINEER</u> | <u>LPA</u> | |
| | | 1) PROJECT ADMINISTRATION |
| <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 facilities |
| | | (2) Open during normal COUNTY 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. |
| | | 2) TITLE SERVICES |
| <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

Services
 Provided By:
ENGINEER LPA

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 3) APPRAISAL |
| | | a) Appraiser may be selected from TxDOT's Department Certificate for Professional Real Estate 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. 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 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 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 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 COUNTY. |
| <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 COUNTY. |
| <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. |
| | | 4) APPRAISAL REVIEW |
| <u>YES</u> | <u>NO</u> | a) Review Appraiser may be selected from TxDOT's from TxDOT's Department Certificate for Professional Real Estate 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 COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| <u>YES</u> | <u>NO</u> | c) Prepare and submit to COUNTY the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

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

| Services Provided By: | | |
|--------------------------|------------|---|
| <u>ENGINEER</u> | <u>LPA</u> | |
| <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. |
| | | 5) APPRAISAL UPDATES |
| <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 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 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 COUNTY. |
| <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. |
| <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. |
| | | 6) NEGOTIATION, TASKS AND FEES (Negotiations of Providers must be licensed as either a broker or sales agent under the Real Estate License Act) |
| <u>YES</u> | <u>NO</u> | a) Analyze appraisal and appraisal review reports and confirm the COUNTY'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 on applicable COUNTY 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

| Services Provided By: | | |
|--------------------------|------------|---|
| <u>ENGINEER</u> | <u>LPA</u> | |
| <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 COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY 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 estimates 20% of the parcels to be acquired through the condemnation proceedings. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | 7) CLOSING SERVICE FEES |
| <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 COUNTY for acceptance by the COUNTY. |
| | | 8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise). |
| <u>YES</u> | <u>NO</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>YES</u> | <u>NO</u> | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| <u>YES</u> | <u>NO</u> | c) COUNTY will review, approve and pay for all relocation costs as per the Agreement. |
| | | 9) CONDEMNATION SUPPORT |
| <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

Services
Provided By:
ENGINEER LPA

- 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

Services
 Provided By:
ENGINEER LPA

- 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"> 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. |
| <u>YES</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none"> 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. |
| <u>YES</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none"> i) Provide project schedule. ii) Request schedules for utility adjustments. iii) Identify who is responsible for utility process. |
| <u>YES</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none"> i) Request Documents. ii) Coordination of data on maps and citation of property interest documents. iii) Confirm utilities are within easements. |
| <u>YES</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none"> 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. |
| <u>YES</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none"> i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases. ii) Attend and participate in meetings by other parties. |

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

Services
Provided By:
ENGINEER LPA

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 LPA 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 LPA 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 LPA. The ENGINEER shall coordinate through the LPA 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 LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

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 LPA 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 LPA 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 LPA 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 LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA'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> |
|--------------------------|------------------------|
| Right-of-Way Acquisition | Mission Office |
| Construction Management | 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 D-1
ESTIMATED MAN-HOUR BREAKDOWN

VETERANS BOULEVARD PROJECT
(from IH2-US83 to La Homa Road (SH 364))

| | MANHOURS | | | | | | | | | | |
|---|---|-----------------|--|------------------|----------------------|-----------------------------|------------------|-----------------|----------------------|-------------------------------|------------------------|
| | Senior Project Manager | Senior Engineer | Senior Environmental Scientist /Specialist | Project Engineer | Senior Engineer Tech | CADD Operator / GIS Analyst | Admin / Clerical | TOTAL HOURS | Sub-Contract Amounts | Right-of-Way Acquisition Cost | TOTAL LINE ITEM COST |
| CONTRACT RATE | 211.40 | 175.16 | 147.98 | 129.86 | 96.64 | 66.44 | 60.40 | | | | |
| WORK AUTHORIZATION NO. 3 | | | | | | | | | | | |
| PHASE III - ROW ACQUISITION, COMP. UTILITY MANAGEMENT, CONSTRUCTION MANAGEMENT | | | | | | | | | | | |
| 1 | Revise ROW Map (Additional 10 Parcels for a Total of 85 Parcels) SUB (See D-1 Page 2 of 5) | | | | | | | | | | |
| 2 | 4 | 6 | | 20 | | 29 | 1.317 | 60 | \$ 32,500.00 | | \$ 32,500.00 |
| 3 | Additional 3 Signal Designs, 3 Flashing Beacons and 5 Signal Warrants - SUB (See D-1 Page 3-4 of 5) | | | | | | | | | | |
| | 20 | 40 | | 134 | | 60 | 6.26 | 260 | \$ 122,000.00 | | \$ 122,000.00 |
| 4 | Right-of-Way Acquisition Services (See D-1 Page 5 of 5) | | | | | | | | | | |
| 5 | 100 | 200 | | 500 | 200 | 300 | 27.12 | 1327.12 | | \$ 1,173,000.00 | \$ 1,173,000.00 |
| 6 | Compensable Utility Management | | | | | | | | | | |
| | 200 | 305 | | 700 | | | 39.64 | 1245 | | | \$ 189,000.06 |
| | Construction Management (18 Months) | | | | | | | | | | |
| SUB-TOTAL | 324 | 551 | 0 | 1354 | 200 | 389 | 74.337 | 2892.337 | \$ 154,500.00 | \$ 1,173,000.00 | \$ 1,718,000.31 |

| | |
|--|-----------------|
| Sub-Total Manhours Fee with Subconsultant Fee: | \$ 1,718,000.31 |
|--|-----------------|

| | |
|-----------------------------|------------------------|
| * TOTAL PROJECT FEE: | \$ 1,718,000.00 |
|-----------------------------|------------------------|

*Rounded Figure

R. O. W. Surveying Services, L.L.C.

September 6, 2017

Mr. Jacinto Garza, P.E.
L & G Consulting Engineers, Inc.
Attn: Armando Sandoval, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

Proposal: Proposal FNC 130
Veterans Boulevard Project
Supplemental No. 1 to Work Authorization #30
Limits: Abram Road to La Homa Road

Dear Mr. Garza:

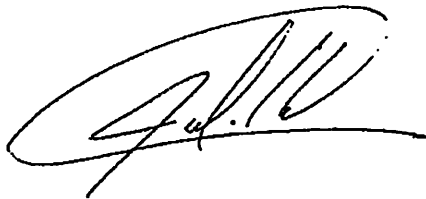
Thank you for your consideration for Surveying Services from ROWSS for the above mentioned project. We are requesting Supplemental No. 1 to Work Authorization No. 30, FNC 130 Right of Way Mapping. We are proposing an additional ten (10) parcels will be needed to complete Function 130. This will bring the total parcel count to eighty-five (85).

Proposed cost breakdown for additional parcels:

10 Parcels @ \$3,250.00 a parcel = \$32,500.00

If you have any questions or need additional information, please contact me at (956) 451-2670.

Sincerely,



Julio Cerda, P.E./Owner

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

*5300 Hollister, Suite 220
Houston, Texas 77040
Tel. (713) 956-9601
Fax: (713) 956-9667*

May 24, 2017

Mr. Jacinto Garza, P.E.,
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

**Reference: Traffic Engineering Services for
Veterans Boulevard (FM 495) - from North Abram Road to La Homa Road**

Dear Jacinto:

We are pleased to submit the attached fee proposal to conduct the referenced services. Our work will cover the following:

Traffic signal warrant studies at five intersections:

- Veterans Boulevard at North Abram Road
- Veterans Boulevard at East Goodwin Road
- Veterans Boulevard at Goodwin Acres Drive
- Veterans Boulevard at Minnesota Road South
- Veterans Boulevard at Minnesota Road North

Traffic signal designs at three intersections:

- Veterans Boulevard at FM 492 (Permanent and Temporary Signals)
- Veterans Boulevard at Bentsen Palm Drive (Permanent and Temporary Signals)
- Veterans Boulevard at La Homa Road (Permanent and Temporary Signals)

Flashing Beacon Designs at three intersections:

- Veterans Boulevard at North Abram Road
- Veterans Boulevard at East Goodwin Road
- Veterans Boulevard at Goodwin Acres Drive
- Veterans Boulevard at Minnesota Road South
- Veterans Boulevard at Minnesota Road North

Attachments

Our proposed fee for the Warrant Studies is \$35,000.00 and for the signal and flashing beacon designs is \$87,000.00. Exhibit A shows the proposed services.

As always we thank you for giving us the opportunity to assist you.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Simeonidis", with a long horizontal stroke extending to the right.

Harry C. Simeonidis, P.E.,
President

Attachments

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

*5300 Hollister, Suite 220
Houston, Texas 77040
Tel. (713) 936-9601
Fax: (713) 936-9667*

May 24, 2017

Mr. Jacinto Garza, P.E.,
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

**Reference: Traffic Engineering Services for
Veterans Boulevard (FM 495) - from North Abram Road to La Homa Road**

Dear Jacinto:

We are pleased to submit the attached fee proposal to conduct the referenced services. Our work will cover the following:

Traffic signal warrant studies at five intersections:

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- Veterans Boulevard at Minnesota Road North

Traffic signal designs at three intersections:

- Veterans Boulevard at FM 492 (Permanent and Temporary Signals)
- Veterans Boulevard at Bentsen Palm Drive (Permanent and Temporary Signals)
- Veterans Boulevard at La Homa Road (Permanent and Temporary Signals)

Flashing Beacon Designs at three intersections:

- Veterans Boulevard at North Abram Road
- Veterans Boulevard at East Goodwin Road
- Veterans Boulevard at Goodwin Acres Drive
- Veterans Boulevard at Minnesota Road South
- Veterans Boulevard at Minnesota Road North

Attachments

Our proposed fee for the Warrant Studies is \$35,000.00 and for the signal and flashing beacon designs is \$87,000.00. Exhibit A shows the proposed services.

As always we thank you for giving us the opportunity to assist you.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Simeonidis", with a long horizontal stroke extending to the right.

Harry C. Simeonidis, P.E.,
President

Attachments

EXHIBIT "D-1"

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

Veterans Boulevard
Limits: from IH-2 / US83 to La Homa Road
CSJ: 0865-01-108

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. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** 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. 3. 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 |
|-----------------------------|----------------------------|---------------------------|-------------------------------|-----------------------------|------------------|-----------------------------|-----------------------------|--------------------------------------|-----------------------|
| 85 | \$5,950.00 | \$600.00 | \$2,750.00 | \$800.00 | | \$3,500.00 | \$200.00 | | |
| Sub Total of Tasks | \$505,750.00 | \$51,000.00 | \$233,750.00 | \$68,000.00 | * | \$297,500.00 | \$17,000.00 | ** | \$1,173,000.00 |

(*) Appraisal Update costs included in Project Administration.

(**) Relocation assistance cost or displacements included in Project Administration.

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