

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-333-12-03
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 for the preparation of the Right-of-Way Acquisition for an estimated amount of 22 parcels and Compensable Utility Management, for the Shary Road (FM 494) project from FM 676 (Mile 5) to SH 107.

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 \$354,000.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Estimated Project Fee Schedule and 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. 7-1315-431-00-123-105-0-541

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 shall serve as a Notice to Proceed as per Article 3, Period of Service on the Agreement. This Work Authorization shall 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

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza, P.E.
President

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 Project Fee Schedule and Man-hour Breakdown

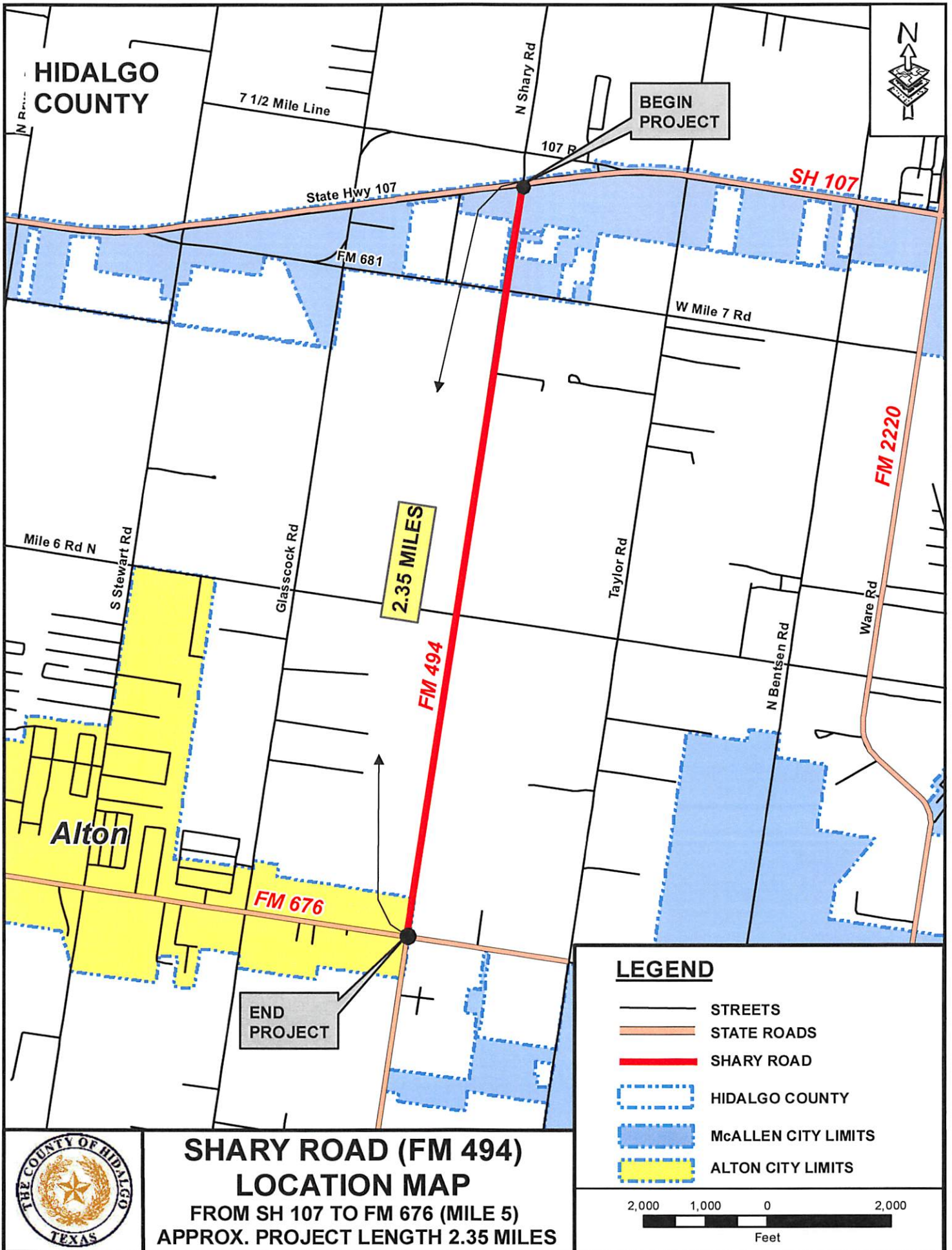


EXHIBIT "A"
Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.
3. The County will provide a Purchase Order and process all acceptable requests for payment in a timely manner.
4. The Work Authorization will identify the Notice to Proceed date.

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: 0864-01-068

PROJECT/DESCRIPTION: RIGHT-OF-WAY ACQUISITION
COMPENSABLE UTILITY MANAGEMENT

LENGTH: 2.35 MILES

HIGHWAY: FM 494 (SHARY ROAD)

LIMITS: FM 676 (MILE 5) TO SH 107

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 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(For 22 PARCELS OUT OF 54 AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</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.
<u>YES</u>	<u>NO</u>	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:		
<u>ENGINEER</u>	<u>LPA</u>	
<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:
ENGINEER LPA

- | | | |
|--|-----------|---|
| <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.
- 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.

YES NO

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
Compensable Utility Management	Mission Office

The work effort will be managed out of the _____ Mission
(City)

Office located at 900 S. Stewart Rd.
(Address)
Mission, Texas 78570
(City) (State) (Zip)

EXHIBIT D-1
ESTIMATED MAN-HOUR BREAKDOWN

FM 494 (SHARY ROAD) PROJECT
 from FM 676 (MILE 5) TO SH 107

	MANHOURS							Sub-Contract Amount(s)	ROW Acquisition Total	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS			
CONTRACT RATE	215.40	167.89	123.54	79.19	66.52	57.02				
WORK AUTHORIZATION NO. 3										
PHASE III - ROW ACQUISITION, COMP. UTILITY MANAGEMENT, CONSTRUCTION MANAGEMENT										
1 Right-of-Way Acquisition Services (See D-1 Page 2 of 2)								\$ -	\$ 303,600.00	\$ 303,600.00
2 Compensable Utility Management	20	80	156	80	100	7.04	443.04	\$ -		\$ 50,400.06
SUB-TOTAL	20	80	156	80	100	7.04	443.04	\$ -	\$ 303,600.00	\$ 354,000.06

Sub-Total Manhours Fee with Subconsultant Fee:	\$	354,000.06
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* TOTAL PROJECT FEE:	\$	354,000.00
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*Rounded Figure

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

FM 494 (SHARY ROAD)
 LIMITS: FROM FM 676 (MILE 5) TO SH 107
 CSJ: 0864-01-068

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
22	\$5,950.00	\$600.00	\$2,750.00	\$800.00		\$3,500.00	\$200.00		
Sub Total of Tasks	\$130,900.00	\$13,200.00	\$60,500.00	\$17,600.00	*	\$77,000.00	\$4,400.00	**	\$303,600.00

(*) 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.