

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 27th day of March, 2018 by and between **HIDALGO COUNTY, TEXAS**, acting by and thru its **Urban County Program** (“County”) and **Perez Consulting Engineers, LLC**, a Texas Limited Liability Company (“Engineer”).

WITNESSETH:

WHEREAS, the County is responsible for procuring “**Engineering Services**” for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the “Services”);

WHEREAS, the County has determined that the services of professional engineers is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications (SOQ’s) from professional engineers to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the “Engineer” from the “Pool” of pre-qualified engineering firms from response to the Request for Qualifications (RFQ) to provide the Services for the **City of San Juan- 2017 Street Improvements**.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit “A”** attached hereto and entitled “Services to be performed by County.” Engineer agrees to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **March 27, 2018**, and will expire **March 26, 2019** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization” particularly described in Exhibit “D”.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit “C” attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit “E” within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto,

and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under

this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the

Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax.

A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities,

cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Perez Consulting Engineers**
Attn: David Perez, P.E.
808 Dallas Avenue
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. **Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. **Authority.** The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. **Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: March 27, 2018

ENGINEER:
Perez Consulting Engineers

By: _____

Printed Name David Perez, _____

Title: P.E. _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: **Stephen L. Crain, Attorney**
On this: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Engineer's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

"Exhibit B"

Scope of Services to be provided by the Engineer

GENERAL DESCRIPTION:

Residents of San Juan are experiencing street deterioration. The Urban County proposes to mitigate the poor street pavement condition by pavement rehabilitation.

The Engineer shall perform professional engineering and surveying services for the rehabilitation of 12th Street (Veterans Blvd. to Miguel Hidalgo), 13th Street (Veterans Blvd. to Coil Dr.), Miguel Hidalgo Street (13th St., to end of road), Doe Street (13th Street to end of road), and Coil Dr. (13th Street to end of road) including the preparation of plans, specifications and estimates for paving improvements as recommended and approved by the Owner.

In addition to services outlined in the Contract, the **Engineer** shall,

1. PRELIMINARY PHASE

TASK	DESCRIPTION
1	Attend preliminary meetings with the Owner to discuss the Project limits and obtain maps and other information (preferably in digital form) to help assess and evaluate the field conditions and traffic concerns during construction including the original engineer's design intent for the street improvements.
2	Prepare a topographic survey of the streets.
3	Prepare a Base Map of the Survey for the purpose of preparing preliminary and final construction drawings.
4	Prepare rehabilitation typical details/sections and technical specifications for paving improvements.
5	Prepare preliminary construction plans based on engineering recommendations for paving improvements and submit to Owner for review and comment.
6	Meet with Owner to discuss the preliminary plans.
7	Prepare materials list and preliminary cost estimates.

2. DESIGN PHASE

TASK	DESCRIPTION
1	Preparation of final plans and specifications based on preliminary review as approved by the Owner.
2	Prepare material specifications and quantities and prepare estimates
3	Prepare Bid Documents
4	Prepare Bid Award Recommendation

3. CONSTRUCTION PHASE

TASK	DESCRIPTION
1	Conduct periodic site visits limited to 3 to determine the general compliance with the plans and specifications.



March 14, 2018

Hidalgo County Urban Program
Attn: Ms. Guadalupe V. Garcia
427 E. Duranta Ave., Ste. 107
Alamo, Texas 78516

**Re: Best and Final Offer - San Juan Street Improvements Project
San Juan, Texas**

Dear Ms. Garcia,

Perez Consulting Engineers (PCE) is pleased to submit our Civil Engineering Services Best and Final Offer for the City of San Juan Street Improvements project.

SCOPE OF SERVICES:

Professional Services as detailed in the attached "Exhibit - Scope of Services to be provided by Engineer."

COMPENSATION:

The total Civil Engineering Services fee for the San Juan Street Improvements project is:

13th St. (Veterans Blvd. to Coil Dr.)	\$9,747.50
12th St. (Veterans Blvd. to Miguel Hidalgo.)	\$4,456.00
Miguel Hidalgo St. (13th St., to end of road)	\$4,734.50
Doe St. (13th Street to end of road)	\$4,177.50
Coil Dr. (13th Street to end of road)	\$4,734.50
Total Civil Engineering & Surveying Basic Services	\$27,850.00

PCE can begin work immediately upon receiving the notice to proceed to complete this project in a timely manner.

Should you have any questions, please feel free to contact me at 956.631.4482 or email me at dp@perezce.com. We look forward to working with you on this important project.

Respectfully submitted,
Perez Consulting Engineers, LLC

J. David Perez, P.E.
President

Attachment: Exhibit - Scope of Services to be provided by Engineer

EXHIBIT C

-Engineer Contract Rates

Principal Engineer	\$ 170.00/hr
Project Manager (PE)	\$ 135.00/hr
Project Engineer (PE)	\$ 105.00/hr
E.I.T. (No PE)	\$ 80.00/hr
Technician	\$ 65.00/hr
Administrative	\$ 55.00/hr
Clerical	\$ 50.00/hr
Direct Sub	Cost plus 10%
Printing	Cost plus 10%

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1.

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Perez Consulting Engineers** professional engineers of **Mc Allen**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

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 **\$ 27,850.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 5017-75-0311-5000-7500-UCP-GVG

Purchase Order 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**.

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 Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1** .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on March 27, 2018 as indicated below and effective as of March 27, 2018.

ATTEST:

**THE OWNER:
HIDALGO COUNTY**

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia, County Judge

THE ENGINEER:

By: David Perez, P.E.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
PEREZ CONSULTING ENGINEERS**

**THE OWNER:
HIDALGO COUNTY**

By: name of engineer signing

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)



Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 N McColl Rd Ste 105 McAllen TX 78501	CONTACT NAME: Lauro S. Diaz PHONE (A/C, No, Ext): 956-682-9423 ext 3527 E-MAIL ADDRESS: LDiaz@Higginbotham.net		FAX (A/C, No): 956-687-1286
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 35289 20508
INSURED JORGE16 Jorge Perez Consulting Engineering LLC 808 Dallas McAllen TX 78501			

COVERAGES

CERTIFICATE NUMBER: 357464308

REVISION NUMBER:

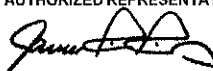
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			B2026497826	1/11/2018	1/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			B2026497826	1/11/2018	1/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			B2066607510	1/11/2018	1/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2048749213	1/11/2018	1/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability includes a blanket automatic additional insured endorsement that provides additional insured status and includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per attached endorsement SB146932E.

CERTIFICATE HOLDER**CANCELLATION**

HC - Urban County Program 427 E. Duranta, Suite 107 Alamo, TX 78516	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Perez Consulting Engineers
 McAllen, TX United States

Certificate Number:
 2018-321156

Date Filed:
 03/02/2018

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

County of Hidalgo

Date Acknowledged:
 03/15/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Prof. Engineering Services
 San Juan 2017 Street Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Perez Consulting Engineers
 McAllen, TX United States

Certificate Number:
 2018-321156

Date Filed:
 03/02/2018

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

County of Hidalgo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Prof. Engineering Services
 San Juan 2017 Street Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

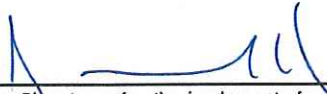
6 UNSWORN DECLARATION

My name is J. David Perez, and my date of birth is 04-22-1969.

My address is 808 Dallas Ave., McAllen, TX, 78501, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the day of March, 20 18.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

RE: Professional Services Agreement

From : Steve Crain <scrain@atlashall.com>

Mon, Mar 19, 2018 09:08 AM

Subject : RE: Professional Services Agreement

To : 'Guadalupe V. Garcia'
<guadalupe.garcia@co.hidalgo.tx.us>

That works.

-----Original Message-----

From: Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Monday, March 19, 2018 9:01 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Professional Services Agreement

AS REQUESTED

Respectfully submitted,
Guadalupe V. Garcia,
UCP Coordinator II
956-787-8127 ext. 2237

----- Forwarded Message -----

> From: "Steve Crain" <scrain@atlashall.com>
> To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
> Sent: Monday, March 19, 2018 8:51:05 AM
> Subject: RE: Professional Services Agreement
>
> Please add the word Texas in the first line before the words "limited
> liability company in order for it to read "a Texas limited liability
> company".
>

> -----Original Message-----

> From: Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>
> Sent: Monday, March 19, 2018 8:18 AM
> To: Steve Crain <scrain@atlashall.com>
> Subject: Re: Professional Services Agreement
>

> Steve:
> I removed "of Mc Allen"
> see attached.
> Thank you!
>
> Respectfully submitted,
> Guadalupe V. Garcia,
> UCP Coordinator II

> 956-787-8127 ext. 2237

>

> ----- Original Message -----

> > From: "Steve Crain" <scrain@atlashall.com>

> > To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>

> > Sent: Friday, March 16, 2018 3:14:43 PM

> > Subject: RE: Professional Services Agreement

> >

> > Please delete "of McAllen" in the first line of the contract.

> >

> > -----Original Message-----

> > From: Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>

> > Sent: Friday, March 16, 2018 3:06 PM

> > To: Marynel Trevino <mntrevino@atlashall.com>; scrain

> > <scrain@atlashall.com>

> > Subject: Re: Professional Services Agreement

> >

> > Its added as requested. please see attached.

> >

> >

> > Respectfully submitted,

> > Guadalupe V. Garcia,

> > UCP Coordinator II

> > 956-787-8127 ext. 2237

> >

> > ----- Original Message -----

> > > From: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>

> > > To: "Marynel Trevino" <mntrevino@atlashall.com>, "scrain"

> > > <scrain@atlashall.com>

> > > Sent: Friday, March 16, 2018 11:06:52 AM

> > > Subject: Fwd: Professional Services Agreement

> > >

> > > as requested

> > >

> > > Respectfully submitted,

> > > Guadalupe V. Garcia,

> > > UCP Coordinator II

> > > 956-787-8127 ext. 2237

> > >

> > > ----- Forwarded Message -----

> > > > From: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>

> > > > To: "Marynel Trevino" <mntrevino@atlashall.com>

> > > > Sent: Thursday, March 15, 2018 3:49:52 PM

> > > > Subject: Re: Professional Services Agreement

> > > >

> > > > See attached as per requested for Approval.

> > > > Thanks& Have a blessed evening...

> > > >

> > > > Respectfully submitted,

> > > > Guadalupe V. Garcia,

> > > > UCP Coordinator II

> > > > 956-787-8127 ext. 2237

> > > >

> > > > ----- Original Message -----

> > > > From: "Marynel Trevino" <mntrevino@atlashall.com>

> > > > To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>

> > > > Sent: Thursday, March 15, 2018 3:02:06 PM

> > > > Subject: Professional Services Agreement

> > > >

> > > > Hi Lupita:

> > > >

> > > > As per Mr. Crain, see page 1 with his proposed revisions.

> > > > Should you have any questions, please call our office.

> > > >

> > > > Thank you,

> > > >

> > > > Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J.

> > > > Joseph Vale ATLAS, HALL & RODRIGUEZ, LLP

> > > > 818 Pecan Blvd. (78501)

> > > > P. O. Box 3725

> > > > McAllen, Texas 78502

> > > > Direct Telephone Number (956) 632-8221 Office Telephone Number

> > > > (956) 682-5501

> > > > Facsimile Number (956) 686-6109

> > > > Website address: www.atlashall.com

> > > >

> > > > E-MAIL NOTICE -- This transmission may be: (1) subject to the

> > > > Attorney-Client Privilege, (2) an attorney work product, or

> > > > (3) strictly confidential. If you are not the intended

> > > > recipient of this message, you may not disclose, print, copy

> > > > or disseminate this information. If you have received this in

> > > > error, please reply and notify the sender (only) and delete the
message.

> > > >

> > > > This communication does not reflect an intention by the sender

> > > > or the sender's client to conduct a transaction or make any

> > > > agreement by electronic means. Nothing in this message or in

> > > > any attachment shall satisfy the requirements for a writing,

> > > > or constitute a contract or electronic signature under the

> > > > Electronic Signatures in Global and National Commerce Act, any

> > > > version of the Uniform Electronic Transaction Act or any other

> > > > statute governing electronic transactions.

> > > >

> > > >

> > > >

> > > >

> > > >

> > >

> >

> >

>

Work Authorization Form

HIDALGO COUNTY Professional Engineering Services

WORK AUTHORIZATION NO. 1.

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, **Perez Consulting Engineers** professional engineers of **Mc Allen**, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

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 **\$ 27,850.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 5017-75-0311-5000-7500-UCP-GVG

Purchase Order 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**.

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 Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1** .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on March 27, 2018 as indicated below and effective as of March 27, 2018.

ATTEST:

**THE OWNER:
HIDALGO COUNTY**

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia, County Judge

THE ENGINEER:

By: David Perez, P.E.

EXHIBIT A

-Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

"Exhibit B"

Scope of Services to be provided by the Engineer

GENERAL DESCRIPTION:

Residents of San Juan are experiencing street deterioration. The Urban County proposes to mitigate the poor street pavement condition by pavement rehabilitation.

The Engineer shall perform professional engineering and surveying services for the rehabilitation of 12th Street (Veterans Blvd. to Miguel Hidalgo), 13th Street (Veterans Blvd. to Coil Dr.), Miguel Hidalgo Street (13th St., to end of road), Doe Street (13th Street to end of road), and Coil Dr. (13th Street to end of road) including the preparation of plans, specifications and estimates for paving improvements as recommended and approved by the Owner.

In addition to services outlined in the Contract, the **Engineer** shall,

1. PRELIMINARY PHASE

TASK	DESCRIPTION
1	Attend preliminary meetings with the Owner to discuss the Project limits and obtain maps and other information (preferably in digital form) to help assess and evaluate the field conditions and traffic concerns during construction including the original engineer's design intent for the street improvements.
2	Prepare a topographic survey of the streets.
3	Prepare a Base Map of the Survey for the purpose of preparing preliminary and final construction drawings.
4	Prepare rehabilitation typical details/sections and technical specifications for paving improvements.
5	Prepare preliminary construction plans based on engineering recommendations for paving improvements and submit to Owner for review and comment.
6	Meet with Owner to discuss the preliminary plans.
7	Prepare materials list and preliminary cost estimates.

2. DESIGN PHASE

TASK	DESCRIPTION
1	Preparation of final plans and specifications based on preliminary review as approved by the Owner.
2	Prepare material specifications and quantities and prepare estimates
3	Prepare Bid Documents
4	Prepare Bid Award Recommendation

3. CONSTRUCTION PHASE

TASK	DESCRIPTION
1	Conduct periodic site visits limited to 3 to determine the general compliance with the plans and specifications.



March 14, 2018

Hidalgo County Urban Program
Attn: Ms. Guadalupe V. Garcia
427 E. Duranta Ave., Ste. 107
Alamo, Texas 78516

**Re: Best and Final Offer - San Juan Street Improvements Project
San Juan, Texas**

Dear Ms. Garcia,

Perez Consulting Engineers (PCE) is pleased to submit our Civil Engineering Services Best and Final Offer for the City of San Juan Street Improvements project.

SCOPE OF SERVICES:

Professional Services as detailed in the attached "Exhibit - Scope of Services to be provided by Engineer."

COMPENSATION:

The total Civil Engineering Services fee for the San Juan Street Improvements project is:

13th St. (Veterans Blvd. to Coil Dr.)	\$9,747.50
12th St. (Veterans Blvd. to Miguel Hidalgo.)	\$4,456.00
Miguel Hidalgo St. (13th St., to end of road)	\$4,734.50
Doe St. (13th Street to end of road)	\$4,177.50
Coil Dr. (13th Street to end of road)	\$4,734.50
Total Civil Engineering & Surveying Basic Services	\$27,850.00

PCE can begin work immediately upon receiving the notice to proceed to complete this project in a timely manner.

Should you have any questions, please feel free to contact me at 956.631.4482 or email me at dp@perezce.com. We look forward to working with you on this important project.

Respectfully submitted,
Perez Consulting Engineers, LLC

J. David Perez, P.E.
President

Attachment: Exhibit - Scope of Services to be provided by Engineer

"Exhibit D"

Opinion of Probable Construction Cost

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482



PCE Project No.: OFF16125

Project Name: Clark Terrace Subdivision Street Rehabilitation

Project Location: San Juan, Texas

Date: 3-14-18

Client: City of San Juan

709 S. Nebraska St.

San Juan, Texas 78589

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
13TH STREET					
1	Roadway pavement surface removal including project mobilization, saw cutting, concrete valley gutter removal, curb and gutter removal, sidewalk removal; asphalt pavement removal, Hauling and disposal, protection of utilities to remain all complete in place per square yard for	3,680	SY	\$5.00	\$18,400.00
2	Reworking Base Course, TxDOT item 251, Type D, When called for in the proposal for the thickness and area specified in the plans and specifications including scarifying and reshaping existing flexible base, 2% Lime by weight per Item 260, rolling, proof rolling per Item 216, compaction, finishing, sprinkling (dust control) , prime coat, tack coat, all complete and in place per square yard for	3,680	SY	\$5.50	\$20,240.00
3	1-1/2-inch- Hot Mix Asphaltic Concrete, Type "D" Surface Course with Limestone aggregate and fillers conforming to TxDOT Standard Specification Item 340 (2004 Specification), Prime Coat and Tack Coat, compacted as per plans and specifications	3,680	SY	\$12.50	\$46,000.00
4	Remove and Replace 6-ft. Reinforced Concrete Valley Gutter, all complete in place over prepared subgrade and base material (items 2 & 3) including monolithic curb as shown on the plans per lineal foot	120	LF	\$55.00	\$6,600.00
Total Estimated Construction Cost - 13TH STREET					\$91,240.00

W 12TH STREET

1	Roadway pavement surface removal including project mobilization, saw cutting, concrete valley gutter removal, curb and gutter removal, sidewalk removal; asphalt pavement removal, Hauling and disposal, protection of utilities to remain all complete in place per square yard for	1,380	SY	\$5.00	\$6,900.00
2	Reworking Base Course, TxDOT item 251, Type D, When called for in the proposal for the thickness and area specified in the plans and specifications including scarifying and reshaping existing flexible base, 2% Lime by weight per Item 260, rolling, proof rolling per Item 216, compaction, finishing, sprinkling (dust control) , prime coat, tack coat, all complete and in place per square yard for	1,380	SY	\$5.50	\$7,590.00
3	1-1/2-inch- Hot Mix Asphaltic Concrete, Type "D" Surface Course with Limestone aggregate and fillers conforming to TxDOT Standard Specification Item 340 (2004 Specification), Prime Coat and Tack Coat, compacted as per plans and specifications	1,380	SY	\$12.50	\$17,250.00
4	Remove and Replace 6-ft. Reinforced Concrete Valley Gutter, all complete in place over prepared subgrade and base material (items 2 & 3) including monolithic curb as shown on the plans per lineal foot	120	LF	\$55.00	\$6,600.00

Total Estimated Construction Cost - W 12TH STREET**\$38,340.00****MIGUEL HIDALGO ROAD**

1	Roadway pavement surface removal including project mobilization, saw cutting, concrete valley gutter removal, curb and gutter removal, sidewalk removal; asphalt pavement removal, Hauling and disposal, protection of utilities to remain all complete in place per square yard for	1,610	SY	\$5.00	\$8,050.00
2	Reworking Base Course, TxDOT item 251, Type D, When called for in the proposal for the thickness and area specified in the plans and specifications including scarifying and reshaping existing flexible base, 2% Lime by weight per Item 260, rolling, proof rolling per Item 216, compaction, finishing, sprinkling (dust control) , prime coat, tack coat, all complete and in place per square yard for	1,610	SY	\$5.50	\$8,855.00
3	1-1/2-inch- Hot Mix Asphaltic Concrete, Type "D" Surface Course with Limestone aggregate and fillers conforming to TxDOT Standard Specification Item 340 (2004 Specification), Prime Coat and Tack Coat, compacted as per plans and specifications	1,610	SY	\$12.50	\$20,125.00
4	Remove and Replace 6-ft. Reinforced Concrete Valley Gutter, all complete in place over prepared subgrade and base material (items 2 & 3) including monolithic curb as shown on the plans per lineal foot	120	LF	\$55.00	\$6,600.00

Total Estimated Construction Cost - MIGUEL HIDALGO ROAD**\$43,630.00**

S. DOE STREET					
1	Roadway pavement surface removal including project mobilization, saw cutting, concrete valley gutter removal, curb and gutter removal, sidewalk removal; asphalt pavement removal, Hauling and disposal, protection of utilities to remain all complete in place per square yard for	1,610	SY	\$5.00	\$8,050.00
2	Reworking Base Course, TxDOT item 251, Type D, When called for in the proposal for the thickness and area specified in the plans and specifications including scarifying and reshaping existing flexible base, 2% Lime by weight per Item 260, rolling, proof rolling per Item 216, compaction, finishing, sprinkling (dust control) , prime coat, tack coat, all complete and in place per square yard for	1,610	SY	\$5.50	\$8,855.00
3	1-1/2-inch- Hot Mix Asphaltic Concrete, Type "D" Surface Course with Limestone aggregate and fillers conforming to TxDOT Standard Specification Item 340 (2004 Specification), Prime Coat and Tack Coat, compacted as per plans and specifications	1,610	SY	\$12.50	\$20,125.00
Total Estimated Construction Cost - DOE STREET					\$37,030.00
COIL DRIVE					
1	Roadway pavement surface removal including project mobilization, saw cutting, concrete valley gutter removal, curb and gutter removal, sidewalk removal; asphalt pavement removal, Hauling and disposal, protection of utilities to remain all complete in place per square yard for	1,610	SY	\$5.00	\$8,050.00
2	Reworking Base Course, TxDOT item 251, Type D, When called for in the proposal for the thickness and area specified in the plans and specifications including scarifying and reshaping existing flexible base, 2% Lime by weight per Item 260, rolling, proof rolling per Item 216, compaction, finishing, sprinkling (dust control) , prime coat, tack coat, all complete and in place per square yard for	1,610	SY	\$5.50	\$8,855.00
3	1-1/2-inch- Hot Mix Asphaltic Concrete, Type "D" Surface Course with Limestone aggregate and fillers conforming to TxDOT Standard Specification Item 340 (2004 Specification), Prime Coat and Tack Coat, compacted as per plans and specifications	1,610	SY	\$12.50	\$20,125.00
4	Remove and Replace 6-ft. Reinforced Concrete Valley Gutter, all complete in place over prepared subgrade and base material (items 2 & 3) including monolithic curb as shown on the plans per lineal foot	120	LF	\$55.00	\$6,600.00
Total Estimated Construction Cost - COIL DRIVE					\$43,630.00
CLARK TERRACE SUBDIVISION REHABILITATION -OPINION OF PROBABLE CONSTRUCTION COST					\$253,870.00