

Zimbra

monica.leal@co.hidalgo.tx.us

RE: City of Elsa - Street Imp. Testing Services

From : Steve Crain <scrain@atlashall.com>

Tue, Sep 11, 2018 01:16 PM

Subject : RE: City of Elsa - Street Imp. Testing Services**To :** 'monica leal' <monica.leal@co.hidalgo.tx.us>

The agreement is OK.

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

From: monica leal <monica.leal@co.hidalgo.tx.us>

Sent: Tuesday, September 11, 2018 8:50 AM

To: scrain <scrain@atlashall.com>

Cc: diana serna <diana.serna@co.hidalgo.tx.us>; antonio barco <antonio.barco@co.hidalgo.tx.us>;

patricio avila <patricio.avila@co.hidalgo.tx.us>

Subject: Re: City of Elsa - Street Imp. Testing Services

Good morning Mr. Crain,

Attached is the revised agreement for your review and approval. If there is any additional information required, please do not hesitate to contact me.

Respectfully submitted,

Monica

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

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

To: "monica leal" <monica.leal@co.hidalgo.tx.us>

Sent: Friday, September 7, 2018 5:37:21 PM

Subject: RE: City of Elsa - Street Imp. Testing Services

This should work.

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

From: monica leal <monica.leal@co.hidalgo.tx.us>

Sent: Friday, September 07, 2018 3:15 PM

To: scrain <scrain@atlashall.com>

Cc: Marynel Trevino <mntrevino@atlashall.com>; diana serna <diana.serna@co.hidalgo.tx.us>; antonio

barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>

Subject: Re: City of Elsa - Street Imp. Testing Services

Mr. Crain,

This is the agreement I received from Purchasing Dept. Is this the one you were referring to this morning? Please advise.

Thank you,

Monica

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

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

To: "monica leal" <monica.leal@co.hidalgo.tx.us>

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

Sent: Thursday, September 6, 2018 11:25:12 AM

Subject: FW: City of Elsa - Street Imp. Testing Services

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 18th day of **September 2018** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Terracon Consultants, Inc.** of Pharr, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing "**CONSTRUCTION MATERIAL TESTING SERVICES** for projects with **Hidalgo County Urban County Program** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering firm 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 engineering firms to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "the Engineer" from the "Pool" of pre-qualified engineering firms from responses to the Request for Qualifications (RFQ) to provide the Services for the **City of Elsa – Street Paving Project**.

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 **September 18, 2018**, and will expire **September 19, 2018** or *(upon completion of the scope of the work)* 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. The maximum amount payable under this Agreement shall not exceed the amount for each Work authorization unless an amendment is executed as provided hereinafter. Engineer's compensation for the work performed under each Work Authorization shall comply and be based on the Engineer's Contract Fee Schedule attached hereto as Exhibit C. 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 23 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," "Engineering 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: County of Hidalgo – Urban County Program
Attention: Diana R. Serna, UCP Director
427 E. Duranta Ave., STE 107
Alamo, TX 78516

If to Engineer: **Terracon Consultants, Inc.**
Attn: George A. Flores, P.G., Principal
1506 Mid Cities Drive
Pharr, Texas 78577

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. Executions 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. Texas Law to Apply. 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

32. 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.

Approved by Commissioners' Court on: September 18, 2018.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:
Terracon Consultants, Inc.

By: _____

Printed Name George A. Flores,

Title: P.G., Principal

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

By: _____
Stephen L. Crain, Attorney

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

ATTACHMENTS:

- EXHIBIT A-1** -Request for Qualifications (RFQ) Procurement Packet
- 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

EXHIBIT B

Scope of Services to be provided by the Engineer

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of concrete, observation of reinforced concrete; and
- Field testing and laboratory evaluation of asphaltic concrete materials used during pavement construction.

SOILS

Observations/testing will be performed by, or under the direction of a Texas Registered Professional Engineer. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

CONCRETE

An American Concrete Institute (ACI) or equivalent Certified Engineering Technician will be provided on an as-requested basis to sample the plastic concrete used during construction. The concrete will be tested for slump, air content and temperature at the time of placement. Sets of concrete cylinders will be molded at each sampling.

All samples will be field cured at the site and returned to our laboratory for additional curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-days (1 specimen), 28-days (2 or 3 specimens) intervals to determine compliance with project specifications. All test results will be conveyed after testing is completed.

ASPHALT

Observations/testing will be performed under the direction of a TxDOT Level 1A and 1B Certified Technician on as requested basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for mix properties, asphalt content and aggregate grain

size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

PROJECT MANAGEMENT

The project manager will be the point of contact for the project and his duties include as related materials testing and observation services the following:

- a) Attend construction meetings, on as scheduled basis;
- b) Review concrete/asphaltic concrete mixes submitted, on as scheduled basis;
- c) Coordinate field and laboratory testing;
- d) Communicate with Terracon field technicians, Contractor, and Owner's site representative;
- e) Review laboratory and field test reports;
- f) Control our budget and invoice;
- g) Performing site visits to the project site; and
- h) Provide technical assistance.

EXHIBIT C
-Engineer Contract Rates

**2018 TERRACON HOURLY BREAKDOWN
FOR
GEOTECHNICAL ENGINEERING CONSULTING SERVICES AND
CONSTRUCTION MATERIAL ENGINEERING AND TESTING
CONSULTING SERVICES**

**GEOTECHNICAL ENGINEERING
CONSTRUCTION MATERIALS TESTING CONSULTING SERVICES**

Engineering and Support Staff

Project Secretary.....	\$45.00
CADD Technician	\$45.00
Administrative Secretary	\$45.00
Engineering Technician	\$45.00
Senior Engineering Technician	\$55.00
Laboratory/Field Supervisor	\$75.00
Graduate Engineer/Geologist/Scientist.....	\$85.00
CME Project Manager.....	\$90.00
Project Engineer/Geologist/Scientist	\$110.00
Project Manager, Senior Engineer/Scientist/Geologist	\$135.00
Manager.....	\$160.00
In-House Consultant, Principal Engineer.....	\$175.00

Overtime rates of 1.5 times the standard hourly rate will be applicable for all hours worked before 8:00 am, after 5:00 pm, or over eight (8) hours per day, Monday through Friday. For all hours worked on Saturdays, Sundays, and holidays there will be a three (3) hour minimum charge.

Special Services

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

- Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses.

- Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.
- Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Note

A three (3) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 8:00 AM to 5:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

The following assumptions were used in preparing our fee schedule:

- We have assumed that contractors on the site will work a single shift, five day week schedule;
- The contractor will schedule testing services with 24 hours notice (8:00 AM to 5:00 PM, Monday through Friday) unless the service is on a full time basis;
- Invoices for the project will be submitted on a monthly basis;
- Full time masonry inspections as specified in the plans,
- Services provided on Saturday, Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (8:00 AM to 5:00 PM, Monday through Friday) will be invoiced at 1.50 times the applicable rate.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING CONSULTING SERVICES

Construction Materials Testing and Inspection Field Services

Pick-up concrete test specimens or sampling materials, per hour	\$45.00
Vehicle Trip Charge (per trip), as applicable.....	\$30.00
Vehicle Mileage (per mile), as applicable	\$00.50
Field molding of concrete cylinders, slump, air content, and temperature measurements, per hour.....	\$45.00
Concrete field monitoring & molding of cylinders, slump, air content, unit weight, & temperature measurements, per hour	\$45.00
Concrete and asphalt, plant inspection, per hour.....	\$55.00
Concrete or asphalt coring, per hour	\$55.00
plus bit wear (length times diameter), per inch diameter	\$3.00
plus generator, per day	\$150.00
plus core rig and equipment, per day	\$150.00
plus patching of holes, each.....	\$44.00

Windsor probe or Swiss hammer testing

Senior engineering technician, per hour	\$55.00
Graduate engineer, per hour	\$85.00
Project engineer, per hour.....	\$95.00
plus Windsor probe or Swiss hammer, day.....	\$90.00
plus Windsor probe shots	Cost + 15%
In-place nuclear moisture-density testing, per hour	\$45.00
Nuclear moisture-density gauge rental, per day	\$40.00

Full Time Earthwork Monitoring

Engineering technician, per hour	\$45.00
Senior engineering technician, per hour	\$55.00
plus nuclear gauge, per day	\$35.00
Field soil stabilization (lime or cement) monitoring, per hour	\$45.00
plus nuclear gauge, per day	\$35.00
Foundation installation monitoring, per hour.....	\$55.00

Roofing installation monitoring

Per Roofing Consultant Contract Fees

Visual welding inspection and welder performance qualifications

Certified welding inspector, per hour	\$95.00
NDE technician, per hour	\$Cost + 15%
Reinforcing steel inspection, per hour,.....	\$45.00
Radiographic examination:	
NDE technician, per hour	Cost + 15%
plus equipment, per day	Cost + 15%
plus film and supplies	Cost + 15%

Ultrasonic, magnetic particle & liquid penetrant examination

NDE technician, per hour	Cost + 15%
plus equipment, per day	Cost + 15%

plus supplies..... Cost + 15%

Construction Materials Laboratory Testing Services

Particle size analysis

Sieve analysis through 200 sieve:	
Dry, each.....	\$85.00
Washed, each	\$110.00
Percent finer than 200 sieve:	
(washed, soil only), each	\$55.00
Hydrometer analysis (includes 200 sieve), each.....	\$265.00
Specific gravity and absorption (aggregate), each.....	\$80.00
Dry-rodded weight, each	\$35.00
Decantation, each	\$35.00
Organic impurities test on fine aggregate, each.....	\$35.00
Los Angeles abrasion (excludes preparation), each	\$350.00
Testing of each aggregate type for concrete mix design or verification (includes gradation, fineness modulus, absorption, specific gravity, dry-rodded weight, and decantation), each.....	\$350.00
Concrete mix verification, each	\$350.00
Additional verifications with same aggregates, each.....	\$125.00

Concrete mix design

Regular aggregate, each.....	\$1,100.00
Lightweight aggregate, each	\$1,250.00
Additional mixes with same aggregates, each.....	\$400.00

Compression testing of concrete cylinders

Made during field monitoring (includes reserves not tested), each	\$14.50
FOB laboratory (signed hand written report, minimum of 4 cylinders), each	\$20.00
FOB laboratory (signed typed report, minimum of 4 cylinders), each.....	\$28.00
Flexural testing of concrete beams, each	\$40.00

Moisture-density relationship, Standard or modified Proctor

Soil (4" and 6" mold), each.....	\$225.00
Soil with gravel, base materials (6" mold), each	\$275.00
Soil, base material with chemical admixtures (6" mold), each.....	\$325.00
Relative density (maximum and minimum), each	\$225.00
Density of undisturbed soil samples, each.....	\$11.50
Laboratory CBR tests (excludes moisture-density Relationship), each.....	\$150.00
Texas triaxial series, each set	\$1,500.00

Testing of bituminous materials

Mixing and molding of specimens (set of 3)	\$175.00
Molding specimens only (set of 3)	\$175.00
Specific gravity (set of 3)	\$110.00
Stability (set of 3)	\$110.00
Extraction/Gradation.....	\$175.00
Maximum theoretical specific gravity	\$110.00

Preparation of samples/materials will be charged for all laboratory tests when applicable at (per hour)\$55.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Note

A three (3) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

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The following assumptions were used in preparing our fee schedule:

- We have assumed that contractors on the site will work a single shift, five day week schedule;
- The contractor will schedule testing services with 24 hours notice (8:00 AM to 5:00 PM, Monday through Friday) unless the service is on a full time basis;
- Invoices for the project will be submitted on a monthly basis;
- Full time masonry inspections as specified in the plans,
- Services provided on Saturday, Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (8:00 AM to 5:00 PM, Monday through Friday) will be invoiced at 1.50 times the applicable rate.

EXHIBIT D-1
-Estimated Project Fee Schedule

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE

Task and Description	CME Project Manager	Project Engineer	Engineering Technician	Clerical	Total
Hourly Rate	\$90.00	\$110.00	\$45.00	\$45.00	
I. Project Management	8	4	0	4	16
Subtotal - Project Management Fee	\$720.00	\$440.00	\$0	\$180.00	\$1,340.00
II. Construction Phase Services	8	4	60.45	4	76.45
Subtotal - Construction Phase Services Fee	\$720.00	\$440.00	\$2,720.25	\$180.00	\$4,060.25
Total Professional Services Manhours	16	8	60.45	8	92.45
Total Professional Services Fee	\$1,440.00	\$880.00	\$2,720.25	\$360.00	\$5,400.00

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY Professional Engineering Services "Construction Material Testing Services"

WORK AUTHORIZATION NO. _____

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, _____ professional engineers of _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide _____.

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 _____. 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. ___ 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 scope of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No.** ____ .

**HIDALGO COUNTY –
URBAN COUNTY PROGRAM:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____ (cc approval date) _____ as indicated below and effective as of ____ day of _____, 201__.

**THE ENGINEER:
TERRACON CONSULTANTS, INC.**

**THE OWNER:
HIDALGO COUNTY**

By: George A. Flores, P.G., Principal

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

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:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 1/1/2019 12/14/2017

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lexington Insurance Company	19437														
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INSURER C : The Travelers Indemnity Company	25658														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1312891 TERRACON CONSULTANTS, INC. 18001 W. 106TH STREET, SUITE 300 OLATHE KS 66061															

COVERAGES MAIN **CERTIFICATE NUMBER:** 13881552 **REVISION NUMBER:** XXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TC2J-GLSA-1118L293	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	TC2J-CAP-131J3858	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C C	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	TC2JUB131J374218 (AOS) TRKUB131J384618 (AZ,MA,WI) TC2JUB131J374218 (CA)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2018	1/1/2019	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

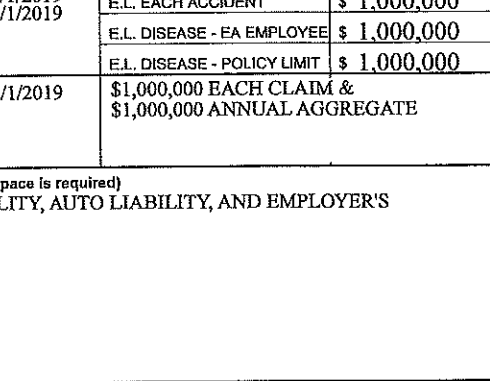
CERTIFICATE HOLDER 13881552 SPECIMEN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
"Construction Material Testing Services"

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, **Terracon Consultants, Inc.** professional engineers of Pharr Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer 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 \$5,400.00. 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. shall be funded through funding source:
Account No. 5016-25-0311-5000-2500
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 scope 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, Dina R. 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 September 18, 2018 as indicated below and effective as of _____ day of _____, 201____.

**THE ENGINEER:
TERRACON CONSULTANTS, INC.**

**THE OWNER:
HIDALGO COUNTY**

By: George A. Flores, P.G., Principal

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk



September 4, 2018

Hidalgo County Urban County Program
427 E. Duranta Ave., Ste. 107
Alamo, Texas 78516

Attn: Ms. Monica Leal
P: (956) 787-8127
E: monica.leal@co.hidalgo.tx.us

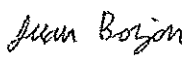
Re: Best and Final Offer
City of Elsa Street Improvements Project
Elsa, Texas


Dear Ms. Leal:

Terracon Consultants, Inc. (Terracon) is pleased to submit our materials testing services during construction best and final offer letter regarding the above-mentioned project. Our best and final offer amount is \$5,400.00 for this project. Enclosed are our Scope of Services, Schedule of Fees, and Hourly Breakdown for this project.

Please, do not hesitate to contact the undersigned should you have questions or comments. We look forward to working with you on this project.

Sincerely,
Terracon Consultants, Inc.
(Firm Registration: TX F3272)


Juan M. Borjon, P.E.
Senior Staff Engineer


Alfonso A. Soto, P.E., D.GE
Principal

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**

Certificate Number:
2018-397957

Date Filed:
08/29/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terracon Consultants, Inc.
Pharr, TX United States

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

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.
5016-25-0311-5000-2500
Materials testing for City of Elsa street improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cobb, Harold	Houston, TX United States	X	
	Covert, Michael	Olathe, KS United States	X	
	Pavlicek, Robert	Raleigh, NC United States	X	
	Vrana, Donald	Olathe, KS United States	X	
	Cozart, George	Austin, TX United States	X	
	Najm, Jamal	Lawrenceville, GA United States	X	
	Anderson, Tim	Tempe, AZ United States	X	
	Gaboury, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

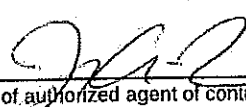
6 UNSWORN DECLARATION

My name is Jorge A. Flores, P.G., and my date of birth is 10/20/1972

My address is 1506 Mid Cities Drive, Pharr, TX, 78577, 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 29th day of August, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2018-397957

Date Filed:
08/29/2018

Date Acknowledged:
09/04/2018

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.

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

Terracon Consultants, Inc.
Pharr, TX United States

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

Hidalgo County Urban County Program

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.

5016-25-0311-5000-2500
Materials testing for City of Elsa street improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cobb, Harold	Houston, TX United States	X	
Covert, Michael	Olathe, KS United States	X	
Pavlicek, Robert	Raleigh, NC United States	X	
Vrana, Donald	Olathe, KS United States	X	
Cozart, George	Austin, TX United States	X	
Najm, Jamal	Lawrenceville, GA United States	X	
Anderson, Tim	Tempe, AZ United States	X	
Gaboury, David	Austin, TX United States	X	

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)

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: J.A. Flores
Print Name: Jorge A. Flores, P.G.
Title: Principal/Office Manager
DUNS No. : 134427009
Telephone Number: 956-283-8254
Date: August 30, 2018

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

*****UCP STAFF ONLY*****

VERIFICATION

DATE VERIFIED ON SAM: 9/4/18
HAS ACTIVE EXCLUSIONS? YES ✓ NO
UCP COORDINATOR NAME: Monica Neal
UCP COORDINATOR SIGNATURE: Monica Neal

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

[Entity Overview](#)

[Entity Registration](#)

▶ [Core Data](#)

▶ [Assertions](#)

▶ [Reps & Certs](#)

▶ [POCs](#)

[Exclusions](#)

▶ [Active Exclusions](#)

▶ [Inactive Exclusions](#)

▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

TERRACON CONSULTANTS, INC.

1506 MID CITIES DR
PHARR, TX, 78577-2128 ,
UNITED STATES

DUNS: 134427009 CAGE Code: 3YEQ2

Status: Active

Expiration Date: 04/17/2019

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: TERRACON CONSULTANTS, INC.
Doing Business As: Terracon Consultants #FC
Business Type: Business or Organization
Last Updated By: Monica Curis
Registration Status: Active
Activation Date: 04/17/2018
Expiration Date: 04/17/2019

Exclusion Summary

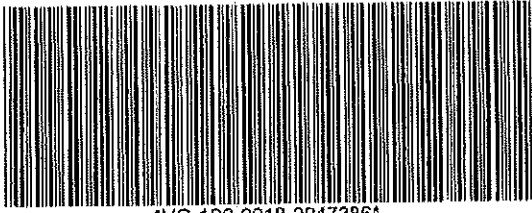
Active Exclusion Records? No



[Search Records](#)
[Data Access](#)
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[About](#)
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[Accessibility](#)
[Privacy Policy](#)

[FAPIS.gov](#)
[GSA.gov/IAE](#)
[GSA.gov](#)
[USA.gov](#)



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2947386

Billable Pages: 1

Recorded On: September 05, 2018 01:39 PM

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: \$ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2947386
Receipt No: 20180905000271
Recorded On: September 05, 2018 01:39 PM
Deputy Clerk: Pete Diaz
Station: Mcallen-CC-K22.hccm.com

Record and Return To:

Terracon
1506 Mid Cities Drive
Original returned to customer
Pharr TX 78577



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Terracon Consultants, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  Jorge A. Flores, P.G.
Signature of vendor doing business with the governmental entity

9-5-2018

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Terracon Consultants, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 959673</p> <p>6 City, state, and ZIP code St. Louis, MO 63195-9673</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	2	-	1	2	4	9	9	1	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Sheryl C. Decker</i>	Date ▶ <i>8/29/18</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

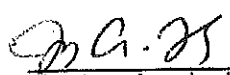
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  Jorge A. Flores, P.G.
Signature of vendor doing business with the governmental entity

8-30-2018

Date



CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)
12/14/2017

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
1312891 TERRACON CONSULTANTS, INC.
18001 W. 106TH STREET, SUITE 300
OLATHE KS 66061

COVERAGES MAIN CERTIFICATE NUMBER: 13881552 REVISION NUMBER: XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	TC2J-GLSA-1118L293	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C C	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	N/A	TC2JUB131J374218 (AOS) TRKUB131J384618 (AZ, MA, WI) TC2JUB131J374218 (CA)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2018	1/1/2019	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

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

PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

13881552
SPECIMEN

CANCELLATION

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

Joseph M. Agnello

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