



May 31, 2019

The Honorable Eddie Cantu
Commissioner, Hidalgo County Pct. No. 2
Attn: Armando Garza, Chief Administrator
300 W. Hallacres, Ste. G
Pharr, Texas 78577

**RE: Supplemental No. 1 to Work Authorization No. 1
BUS281 / SH 107 Roadway and Drainage Improvements Project – Contract No. C-16-199-07-19**

Dear Commissioner Cantu:

L&G respectfully requests your approval of Supplemental No. 1 to Work Authorization No. 1 in the amount of \$ 21,901.00. It has become necessary to supplement this work authorization for the following reasons:

- Additional Traffic Impact Analysis Studies were requested by the County due to revised parking demands inside the Hidalgo County Courthouse Square.

The following is the funding breakdown for L&G Engineering and our Sub-Consultants proposed fees associated with this Work Authorization.

• L&G Engineering (<i>PRIME</i>)	\$	3,322.34
• ETSI (SUB-CONSULTANT)	\$	<u>18,578.66</u>
	TOTAL \$	21,901.00

Attached you will find the following:

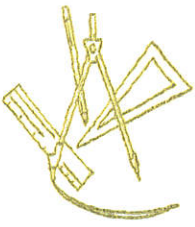
- 1.) Two signed originals of Supplemental No. 1 to Work Authorization No. 1 with the following attachments:
 - Exhibit A “Services to be provided by the County”
 - Exhibit B “Scope of Services to be Provided by the Engineer”
 - Exhibit C “Time Schedule”
 - Exhibit D-1 “Estimated Man-hour Breakdown”

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachments



May 31, 2019

The Honorable Eduardo Cantu
Commissioner, Hidalgo County Pct. No. 2
Attn: Armando Garza, Chief Administrator
300 W. Hall Acres
Pharr, Texas 78589

**RE: Subcontracting Notice for Bus 281/SH 107 Roadway & Drain. Improvements
Project
C-16-199-07-19**

Dear Commissioner Cantu:

We would like to inform you of the subcontractors that we will be using on the Bus 281/SH 107 Roadway & Drainage Improvements Project ~ Supplemental No. 1 to Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing the Traffic Impact Analysis Study for the above referenced project.

Subcontractor:

Traffic Signals:

*Mr. Harry Simeonidis, P.E.
Ergonomic Transportation Solutions, Inc.
11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Phone (713) 956-9601*

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

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:
2019-498232

Date Filed:
05/30/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
L&G Engineering
Mercedes, 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

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.
C-16-199-07-19
Supplemental No. 1 to Work Auth. No 1 - Bus 281/SH 107 Roadway and Drainage Improvements Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sandoval, Armando	Mercedes, TX United States		X
	Garza, Jacinto	Mercedes, TX United States	X	

5 Check only if there is NO Interested Party.

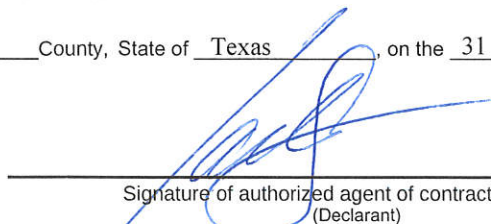
6 UNSWORN DECLARATION

My name is Jacinto Garza, and my date of birth is 10/23/1961.

My address is 2100 W. Expressway 83, Mercedes, TX, 78570, 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 31 day of May, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “F”

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-16-199-07-19**

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the “**Owner**”, and **L&G ENGINEERING**, professional engineers of Mercedes, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 19th day of July, 2016, concerning professional engineering services for the “**Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection**” project hereinafter referred to as the “**Project**”; and,

WHEREAS, it has become necessary to amend “*Exhibit B – Services to be provided by the Engineer*” of Work Authorization No. 1, Part 1, Scope of Work as identified below:

- *Provide additional Traffic Impact Analysis Studies due to revised parking demands inside the Hidalgo County Courthouse Square; and*

WHEREAS, it has become necessary to amend “*Exhibit D-1 – Project Estimated Fee Schedule*” of Work Authorization No. 1, Part 2, Estimated Cost, to increase the original Work Authorization amount of **\$1,683,412.00 to \$1,705,313.00**; therefore the amount of **Supplemental No. 1 is \$ 21,901.00.**

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Sections of the Agreement, EXHIBIT “B” – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT “D-1” – PROJECT ESTIMATED FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

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 _____, 2019.

**THE ENGINEER:
ENGINEER**

BY:  _____
Jacinto Garza, P.E., President

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Richard Cortez, County Judge

LIST OF EXHIBITS:

- EXHIBIT A – “Services to be provided by the County”
EXHIBIT B – “Services to be provided by Engineer”
EXHIBIT C – “Time Schedule”
EXHIBIT D-1 – “Project Estimated Fee Schedule”

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.
3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.
4. The County will process all acceptable requests for payment in a timely manner.

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

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: Hidalgo County

CONTROL: _____

PROJECT/DESCRIPTION: SH 107/Bus 281 Intersection & Drainage Improvements

LENGTH: _____

HIGHWAY: SH 107/Business 281

LIMITS: At Courthouse Square & Outfall

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Traffic Studies & Drainage Improvements

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

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

SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING
(Function Code 102)

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
<u>NO</u>	<u>NO</u>	Preliminary Design Values <i>The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.</i>
<u>NO</u>	<u>NO</u>	Preliminary Drainage & Route Locations on Uncontrolled Mapping <i>The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.</i>
<u>NO</u>	<u>NO</u>	Uncontrolled Mapping (w/Contours & GIS Info) <i>The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.</i>
<u>YES</u>	<u>NO</u>	Preliminary Traffic Evaluations & Trends <i>The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.</i>
<u>NO</u>	<u>NO</u>	Preliminary Hydrologic Map <i>The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.</i>
<u>NO</u>	<u>NO</u>	Preliminary ROW Requirements <i>The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.</i>
<u>NO</u>	<u>NO</u>	Preliminary Cost Estimates <i>The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.</i>
<u>NO</u>	<u>NO</u>	Preliminary Environmental Analysis (for fatal flaws) <i>The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.</i>
<u>NO</u>	<u>NO</u>	Project Fact Sheet with Est. Local Cost vs. Total Project Cost <i>The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.</i>
<u>YES</u>	<u>NO</u>	Meetings, Coordination & Support for Project Development <i>The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner’s staff on all Project related items.</i>

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

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services

Provided By:

ENGINEER COUNTY

- | | | |
|------------|-----------|--|
| <u>NO</u> | <u>NO</u> | 1. Drainage Route Location Studies |
| <u>YES</u> | <u>NO</u> | 2. Level of Service Analysis for Courthouse Square and Corresponding Study Area |
| <u>YES</u> | <u>NO</u> | 3. Traffic Evaluations/ Projections for Courthouse Square and Corresponding Study Area |
| <u>NO</u> | <u>NO</u> | 4. Develop Roadway Design Criteria |
| <u>NO</u> | <u>NO</u> | 5. Preliminary Cost Estimates |
| <u>NO</u> | <u>NO</u> | 6. Design Schematic
(See Section 7, page 7-1 for schematic layout requirements) |
| <u>NO</u> | <u>NO</u> | 7. Preliminary Right-of-Way Requirements |
| <u>NO</u> | <u>NO</u> | 8. Design Concept Conference |
| | | 9. Soil Core Hole Drilling |
| <u>NO</u> | <u>NO</u> | a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements) |
| <u>NO</u> | <u>NO</u> | b. Retaining Walls (See Section 10, page 10-1 for requirements) |
| <u>NO</u> | <u>NO</u> | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements) |
| <u>NO</u> | <u>NO</u> | d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements) |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

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

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

<u>Service</u>	<u>Office Location</u>
Traffic Analysis	Mission Office

The work effort will be managed out of the _____ Mercedes _____
(City)
office located at 2100 West Expressway 83 _____,
(Address)
Mercedes _____, Texas _____.
(City) (State)

EXHIBIT "C"
Time Schedule

ETSI will produce a draft Technical Memorandum within four weeks of the notice proceed. A final report will be produced addressing Hidalgo County/L&G Engineering's draft report comments. The final report will be submitted to L&G Engineering in electronic form within one week of receipt of comments.

EXHIBIT D-1
 ESTIMATED MAN-HOUR BREAKDOWN
 Supplemental No. 1 to Work Authorization No. 1
 BUS281 / SH 107 INTERSECTION IMPROVEMENTS PROJECT

	MANHOURS							TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech / Geotechnical Engineer	CADD Operator / GIS Analyst	Admin / Clerical			
CONTRACT RATE	\$ 198.10	\$ 164.14	\$ 138.67	\$ 121.69	\$ 90.56	\$ 62.26	\$ 56.60			
PHASE I - TRAFFIC IMPACT ANALYSIS, ROW INVESTIGATION & ROAD CLOSURE										
<i>FC 110 - Route And Design Studies</i>										
Coordination and Management of Subconsultant for Traffic Impact Analysis Study	2	6		10		8	4	30		\$ 3,322.42
Category III Traffic Impact Analysis Study (See Sub-Consultant Fee Proposal on Exhibit D-1, page 2)									\$ 18,578.66	\$ 18,578.66
SUB-TOTAL	2	6	0	10	0	8	4	30	\$ 18,578.66	\$ 21,901.08

Sub-Total Manhours Fee with Subconsultant Fee:	\$21,901.08
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* TOTAL PROJECT FEE:	\$21,901.00
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* Rounded Figure

