

**HIDALGO COUNTY
Professional Engineering Services
Agreement #C-17-182-06-13**

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z ENGINEERING LLC**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the ROW Acquisition & Appraisal Services needed for the "Military Hwy Road Extension" project from 10th St. East to Jackson Rd.

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 **\$115,788.28**. 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 Articles 5 and 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

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.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 4**.

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:**

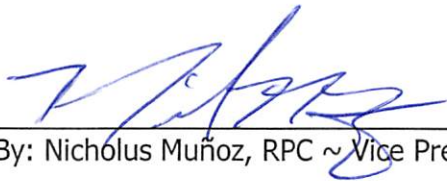
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2020.

**THE ENGINEER:
B2Z ENGINEERING**

**THE OWNER:
HIDALGO COUNTY**


By: Nicholus Muñoz, RPC ~ Vice President

By: Richard Cortez, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the proposed improvements to Military Highway located within Hidalgo County Precinct 2 hereinafter denoted as the **Project**.

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 5 of the 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 **Project**.
- 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 "C" attached to this Work Authorization.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

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

PROJECT/DESCRIPTION: ROW Acquisition & Appraisal Services

Highway: Military Highway Extension

Limits: From 10th St. to Jackson Rd.

ENGINEER shall mean B2Z Engineering.

ROW AGENT shall mean Brighton Group, LLC.

APPRAISER shall mean Appraisal Haus.

LPA/COUNTY shall mean Hidalgo County.

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

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 14 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

Task to be handled by the ROW AGENT

- 1) PROJECT ADMINISTRATION**
 - a) Negotiation of Scope of Services for Work Authorization
 - i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
 - b) Project Presence at B2Z Consultant Office Headquarters
 - i) Full Project Office
 - (1) No Joint Use of COUNTY or State facilities
 - (2) Open during normal COUNTY and State work hours
 - (3) Personnel available to answer questions
 - (4) Availability of Project Files
 - (5) At least one office staff member is required to be a current commissioned notary public.
 - c) Overhead Costs
 - i) Administrative costs
 - d) Communication
 - i) Provide monthly progress reports with invoice.
 - ii) Participate in project review meetings as determined by the COUNTY.
 - iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
 - e) File Management
 - i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
 - ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - iii) Maintain records of all payments including check number, amount, and date paid, etc.
 - iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
 - v) Maintain copies of all correspondence and contacts with property owners.

- 2) TITLE SERVICES**
 - a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
 - b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
 - c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

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

- 3) APPRAISAL (Task to be handled by APPRAISER)**
- a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
 - b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
 - c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
 - d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
 - g) All completed appraisals will be administratively reviewed by B2Z Engineering ROW Office and recommended for approval by TxDOT.
 - h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by B2Z Engineering and/or TxDOT.
 - i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
 - j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
- 4) NEGOTIATION, TASKS AND FEES**
- a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
 - b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
 - d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

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

- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
 - f) Respond to property owner inquiries verbally and in writing within two business days.
 - g) Prepare a separate negotiator contact report for each parcel per contact.
 - h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
 - j) Prepare final offer letter, documents of conveyance as necessary.
 - k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
 - l) Meet at the B2Z Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
 - m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
 - n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
- 5) CLOSING SERVICE FEES**
- a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
 - b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
 - c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
- 6) CONDEMNATION SUPPORT**
- a) Pre-Hearing Support
 - i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable.
 - iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
 - iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
 - v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
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EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
- vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
- viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
- ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
- xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
- xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
- xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
- xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to B2Z Engineering ROW Office.
- xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- b) Post Hearing Support (by COUNTY Attorney)
 - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to B2Z Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
 - v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
 - vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
 - viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
 - ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
 - x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

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

7) PAYMENT SCHEDULE

- a) Project Administration
 - i) Payment and Milestones
 - (a) Full Project Office
 - (1) Lump Sum Basis (assume 1 year project presence)
 - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments of 15% starting the following month.
 - (4) Monthly billing to COUNTY OF HIDALGO will be required.
- b) Title Services
 - ii) Payment
 - (a) Per Parcel basis.
 - iii) Milestones
 - (a) 100% upon securing initial title commitment.
- c) Appraisal Services
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% paid upon delivery of complete and acceptable appraisal report
- d) Negotiation, Task, and Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 80% upon presentation of initial offer.
 - (b) 20% upon successful negotiation and all instruments are recorded.
- e) Closing Service Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon recordation of instrument of conveyance.
- f) Relocation Assistance
 - i) Payment
 - (a) Per Relocation
 - ii) Milestones
 - (a) 100% upon issuance of 90-day vacancy letter.
- g) Compensable Utilities
 - i) Payment
 - (a) By percent complete

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

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

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

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).

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.

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>
ROW Acquisition Mgt.	Mission Office

The work effort will be managed out of the _____ Mission _____
(City)
office located at 900 S Stewart Rd Suite 4 _____,
(Address)
Mission _____, Texas _____
(City) (State)



ATTACHMENT "D" FEE SCHEDULE

Military Highway Extension Project

The following is an estimated Per Parcel Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in the Agreement. The parcel/easement count utilized is based on the H&H study prepared by Halff and Associates and provided by Cameron County. The work for these services will be provided by Brighton Group, LLC on a percent complete basis as approved by Hidalgo County. Brighton Group will be completing the work on the approximate schedule as approved by Hidalgo County. The Parcels will be acquired either by completing the entire negotiation of the parcel/easement or by modifying the approved design plan. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/Business)	Grand Total of Task
14	\$2,000.00	\$500.00	\$0.00	\$0.00		\$2,200.00	\$300.00		
Sub Total of Tasks	\$28,000.00	\$7,000.00	\$0.00	\$0.00	•	\$30,800.00	\$4,200.00	**	\$70,000.00

(*) Appraisal Update costs included in Project Administration.

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

- Any condemnation support required will be provided by Brighton Group as part of the administrative costs.

June 10, 2020

B2Z Engineering
900 South Stewart Road Suite 4
Mission, Texas 78570

RE: Military Highway Extension Project (Precinct 2, Hidalgo County)

Dear Mrs. Gonzalez

As per office is pleased to present our best and final offer proposal for appraising fourteen parcels in connection with the Military Highway Extension Project. The appraisal reports shall be based on the reporting requirements of the client and participating entities. The following is an itemization of the Cost of Services:

Appraisal Report Costs	\$1,800.00 Per Parcel for 14 Parcels = \$25,200 (4) Original Appraisal Reports Included
Additional Original Reports	\$50.00 Per Original Copy This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	\$350.00 Per Parcel This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision costs shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Appraisal Haus.
Condemnation Hearing	Hourly Rate = \$150.00 Per Hour Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses
Appeals Court / Trial	Hourly Rate = \$200.00 Per Hour Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

Estimated Time of Completion: Approximately 4 Weeks
From Time of Executed Order