

Pct. 1 *BRS 3/28/19* *Heidi*
 Requesting approval of a professional services agreement with George J. Salazar II, dba Appraisal Haus for the provision of Appraisal and/or Review Appraisal Services in connection with a Fair Market Value [FMV] Appraisal for county-owned Donna Schroeder Park, located in Hidalgo County Precinct No. 1 (as approved to negotiate by HCCC on 02-26-19 thru R-AI #69093) with said services to be obtained through the requisition and Purchase Order Protocol.

OK
 4. AI-69065

W. wide acct 115-002
 Requesting approval of an On Call Professional Services Agreement with R.O.W. Surveying Services, LLC for the provisions of Surveying Services within Pct. No. 1 (as approved to negotiate by HCCC on 02-26-19 thru R-AI #67830).

C.

Pct. 4

OK
 1. AI-69518

Requesting approval of Supplemental Agreement No. 2 to Agreement for Professional Services with L & G Consulting Engineers, Inc. d/b/a L & G Engineering (C-15-110-03-31) for the purpose of amending the contract to extend the termination date from March 29, 2019, to March 29, 2023, for the "FM 1925 (from 1,500 ft. West of 10th Street to McColl Rd) project to complete the scope of services as outlined in Exhibit "C" - Work Schedule.

D.

Health & Human Services Dept.

OK
 1. AI-69435

Presentation of the sole sealed quote received for the purpose of award and approval of the contract to the responsible vendor meeting all specifications/requirements, but in no event to exceed the statutory threshold of \$50,000 for "Burial Services & Plots for Unidentified Pauper Remains" contract number C-19-060-03-26 for Hidalgo County Health & Human Services Department.

Val Verde Funeral Home

E.

WIC

OK
 1. AI-69130

Presentation for the purpose of award the responsible vendor, SPI Venture, LLP submitting the sole best/lowest bid [meeting all specifications/requirements] including approval of contract document for the project titled: "Lease Office Space in Starr Co.- Rio Grande City, through RFB No.: 2019-004-02-20-SGS, for Hidalgo County WIC Program.

F.

Sheriff's Office

OK
 1. AI-69539

Requesting approval to purchase (2) two vehicles for the Hidalgo County Sheriff's Office through the County's membership/participation with ESC 2/Goodbuy Purchase Cooperative's awarded vendor, Lake Country Chevrolet, Goodbuy contract #19-08F000 for a total amount \$66,114.00 which includes delivery and a one-time processing fee.

OK
 2. AI-69446

Presentation of sealed quotes received for the purpose of award and approval of contract number C-19-035-03-26 to the responsible vendor submitting the lowest and best quote (while meeting all specifications and/or requirements as attached hereto) but in no event to exceed the statutory bid threshold of \$50,000 for: Hidalgo County Sheriff's Office - Purchase of Security Correctional Mattresses.

22.

Open Forum

OK Laura Guerra Re: TKS to Pct. 4 / Pct. 2
ARISE *clean up*

23.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 551.072, & 551.074 to discuss the following:

A.

Real Estate Acquisition

in @ 4:30
out @ 5:32

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO.2
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-15-110-03-31**

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 Consulting Engineers Inc, d/b/a 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 31st day of March, 2015 concerning professional engineering services for the "FM 1925 (from 1,500ft. West of 10th Street to McColl Road) project for Hidalgo County Precinct No. 4; and,

WHEREAS, Article 3 of the Agreement, Period of Service, establishes this agreement shall terminate on the earlier of March 29, 2019 or upon completion of the projects, unless extended by written supplemental agreement; and,

WHEREAS, it has become necessary to amend the Agreement for Professional Services, to extend the termination date.

A. AGREEMENT

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

1. Article 3 of the Agreement, Section 3.1 Termination Date, is revised to extend the termination date of March 29, 2019 to **March 29, 2023** for a total of an additional four (4) years in order to complete the scope of services for this project as outlined in Exhibit C – Work Schedule.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement

No. 2 to be effective as of the ____ day of _____, 2019.

ENGINEER:

L&G CONSULTING ENGINEERS, INC.

BY: _____

Jacinto Garza P.E., President

OWNER:

HIDALGO COUNTY

BY: _____

Richard Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/26/19 *ms*

Client: Hidalgo County Precinct #4

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
FM 1925

From 1,500 ft. West of 10th Street To McColl Road

TASK AND DESCRIPTION	FIRM	2018						2019												2020												2021				2022			
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase I: EA, Public Involvement & Schematic																																							
Public Involvement																																							
Advertise & Conduct Public Meeting	L&G																																						
Select TPA	L&G																																						
Schematic																																							
Develop Schematic & Hydrologic Map	L&G																																						
TxDOT Review & Revisions	TxDOT																																						
TxDOT Schematic Approval	TxDOT																																						
Environmental Document																																							
Draft Env. Document, Technical Reports, etc...	L&G																																						
Submit Final Draft Document	L&G																																						
Agency Review & Revisions	TxDOT																																						
Environmental Decision	TxDOT																																						
Phase II: PS&E & ROW Mapping																																							
PS&E																																							
Design Survey	L&G																																						
Outfall Coordination with HCDD #1	L&G																																						
30% PS&E Completion	L&G																																						
60% PS&E Completion	L&G																																						
90% PS&E Completion	L&G																																						
95% PS&E Completion	L&G																																						
100% Meters	L&G																																						
TxDOT Plan Set Approval	TxDOT																																						
ROW Map																																							
Prepare ROW Map	L&G																																						
TxDOT Review & Revisions	TxDOT																																						
TxDOT ROW Map Approval	TxDOT																																						
Phase III: ROW Acquisition Services																																							
ROW Acquisition Services (Est. 24 Parcels)																																							
Project Administration	L&G																																						
Coordination with County & TxDOT	L&G																																						
Title Commitments	L&G																																						
Appraisal Reports	L&G																																						
Appraisal Review Reports	L&G																																						
Appraisal Update Reports	L&G																																						
Approved Values by TxDOT	TxDOT																																						
Acquisition Negotiation Office	L&G																																						
Title Curative Process	L&G																																						
Title Commitment Updates	L&G																																						
Payments for Parcels	L&G																																						
L&G Condemnation Support Process	L&G																																						
Emminent Domain Proceedings by County	County																																						
Title Insurance Policies	L&G																																						
Consumation of Outstanding Cases	L&G																																						
Phase III: Construction																																							
Set Project (Est. Earliest Date: Dec 2020)	TxDOT																																						
Construction Director	L&G																																						
Est 90 Months Construction																																							

* Note: Schedule assumes that ROW will be acquired by L&G

☐ L&G FUNCTION
☐ TXDOT FUNCTION
☐ HIDALGO COUNTY FUNCTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

L&G Consulting Engineers, Inc.
Mercedes, TX United States

Certificate Number:
2019-460926

Date Filed:
03/06/2019

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

Hidalgo County

Date Acknowledged:
03/19/2019

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-15-110-03-31

FM 1925 (from 10th Street to McColl) Suppl. No. 2 to Main Agreement - Time Extension

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

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

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2019-460926

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L&G Consulting Engineers, Inc.
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-15-110-03-31
FM 1925 (from 10th Street to McColl) Suppl. No. 2 to Main Agreement - Time Extension

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

5 Check only if there is NO Interested Party. ☐

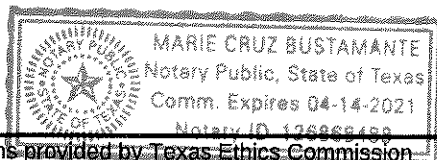
6 UNSWORN DECLARATION

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

My address is 2100 W Expressway 83 (street), Mercedes (city), TX (state), 78570 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 6th day of March, 2019
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO.1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-15-110-03-31**

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 Consulting Engineers Inc, d/b/a 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 31st day of March, 2015 concerning professional engineering services for the "FM 1925 (from 1,500ft. West of 10th Street to McColl Road) project for Hidalgo County Precinct No. 4; and,

WHEREAS, Article 3 of the Agreement, Period of Service, establishes this agreement shall terminate on the earlier of March 30, 2016 or upon completion of the projects, unless extended by written supplemental agreement; and,

WHEREAS, it has become necessary to amend the Agreement for Professional Services, to extend the termination date.

A. AGREEMENT

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

1. Article 3 of the Agreement, Section 3.1 Termination Date, is revised to extend the termination date of March 30, 2016 to **March 29, 2019** for a total of an additional three (3) years in order to complete the scope of services for this project.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement

No. 1 to be effective as of the ____ day of _____, 2016.

ENGINEER:

L&G CONSULTING ENGINEERS, INC.

BY: _____

Jacinto Garza P.E., President

OWNER:

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/22/16 mrg



L&G Engineering

Transportation Consultants

February 22, 2016

The Honorable Joseph Palacios
Commissioner, Hidalgo County Pct. No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

RE: FM 1925 Project
Limits: from 1,500 ft. West of 10th Street to McColl Road
Contract No.: C-15-110-03-31

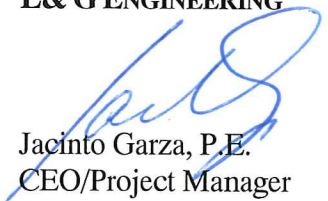
Dear Commissioner Palacios:

Attached for your review and approval is Supplemental No. 1 to the Main Agreement that was awarded to L&G Engineering on March 31, 2015 for the FM 1925 from 10th Street to McColl project.

This Supplemental is needed in order to extend the original agreement termination date of March 30, 2016 for an additional three (3) years in order to complete the scope of work currently in process for this contract.

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L&G ENGINEERING



Jacinto Garza, P.E.
CEO/Project Manager

Attachments

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

L&G Consulting Engineers INC
Mercedes, TX United States

Certificate Number:
2016-22003

Date Filed:
03/04/2016

Date Acknowledged:

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 goods or services to be provided under the contract.

C-15-110-03-31
FM1925 (W. 10th to McColl Rd.)

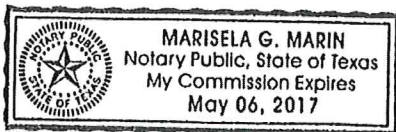
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jacinto Garza, this the 4 day of March, 2016, to certify which, witness my hand and seal of office.

Marisela G. Marin
Signature of officer administering oath

MARISELA G MARIN
Printed name of officer administering oath

Sec/Dea.
Title of officer administering oath

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
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Hidalgo County

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C-15-110-03-31
FM1925 (W. 10th to McColl Rd.)

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

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2015

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 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 The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	CONTACT NAME: PHONE (A/C, No, Ext): (713) 552-1900 FAX (A/C, No): (713) 513-5411 E-MAIL ADDRESS: tlanders@risksspecialtygroup.com														
EXHIBIT "G"															
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Casualty Insurance Co.</td> <td>20443</td> </tr> <tr> <td>INSURER C: Gemini Insurance Co.</td> <td>10833</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Casualty Insurance Co.	20443	INSURER C: Gemini Insurance Co.	10833	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6016425631	07/23/2015	07/23/2016	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit \$2,000,000
	"claims made"						Aggregate Limit \$2,000,000

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

Hidalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County 2802 S Business Hwy 281 Edinburg, TX 78539	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 <CC>
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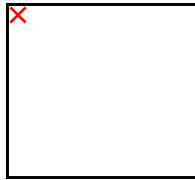
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SPECIAL MEETING - March 22, 2016

BE IT REMEMBERED, that on this 22nd day of March A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR.**, COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
March 22, 2016
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

Commissioner Eduardo "Eddie" Cantu was the only absentee.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Mrs. Virginia Townsend led the courtroom in Prayer.

4. **Approval of Consent Agenda**

Commissioner Palacios stepped away from the meeting.

The court moved to approve the Consent Agenda for the exception of Item.9.A., 12.B. and 12.E. to be pulled for further discussion.

5. **Open Forum**

1) Mrs. Verdelle E. Anderson spoke about the recurrent concerns about the potholes around the precinct 3 area. She mentioned that aside from the potholes that were already fixed, two more opened between 7 and 8 mile. According to Mrs. Anderson she was told to put a claim on damage caused to the tie rod, she mentioned that someone went to take in the claim and investigate the pothole. At the time of the inspection she informed the person that she could not recall the specific pothole that affected the tie rod. Later she received a denial letter and expressed that she has no reason to lie about the damage.

Mrs. Anderson requested for Commissioner Flores to go and speak with her personally.

Commissioner Palacios joined the meeting.

Commissioner Flores expressed that he would have Mr. Villarreal meet with her. She informed the commissioner that Mr. Villarreal has been to talk with her. She solicited for the commissioner to personally go meet with her.

The commissioner mentioned that he passed through that specific road and the potholes are not as bad as they are making it seem or even compare to other precincts. He acknowledged some bad potholes on La Homa Road and announced that the road is being worked on as they are getting ready to make it a 4 lane road.

Court proceeded to Item. 11.A.

Vote: 4 - 0 – Unanimously

Mrs. Linda Fong informed Commissioner Palacios that the roll over from last year is yet to be finalized. They are working with some issues they encounter with the system.

Mr. Valde Guerra reminded Open Forum Participant Mrs. Saldaña if she still desired to participate in the Public Participation for Item.20.D.1.

Mrs. Saldaña informed Mr. Guerra that she was looking for general information in regards to the project. Mr. Guerra assured that he would provide her with the information she needed it.

21.

Purchasing Department:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-53807 A. Clarification of [CC 03-07-16] nominated firms selected from approved pools of Surveyor & Engineer [w/Civil discipline] to decide the following:
Nominated/selected 7 firms:
 1. S&B Infrastructure: NOT ON SURVEYOR POOL-ON ENGINEER POOL [W/CIVIL DISCIPLINE];
 2. Dannenbaum Engineering: ON BOTH SURVEYOR & ENGINEER POOLS [W/CIVIL DISCIPLINE];
 3. Halff & Associates: ON BOTH SURVEYOR & ENGINEER POOLS [W/CIVIL DISCIPLINE];
 4. TEDSI Infrastructure: ON BOTH SURVEYOR & ENGINEER POOLS [W/CIVIL DISCIPLINE];
 5. Quintanilla, Headley & Associates: ON BOTH SURVEYOR & CIVIL ENGINEER POOLS [W/CIVIL DISCIPLINE];
 6. South Texas Infrastructure: NOT ON SURVEYOR POOL-ON ENGINEER POOL [WCIVIL DISCIPLINE];
 7. L & G Engineers: NOT ON SURVEY POOL-ON ENGINEER POOL [W/CIVIL DISCIPLINE];

Commissioner Flores stepped away from the meeting.

Mrs. Salazar explained that when Commissioners Court nominated the materials pool, engineering pool and the surveying pool, the action was to nominate them together. However, as they began to put the packets together to be sent out, they noticed that all 7 firms qualified under civil engineer pool. She notified to the court that 3 out of the 7 are not surveyors and are not in the surveying pool.

According to Mrs. Salazar, Commissioner Eduardo Cantu suggested to proceed to score and evaluate all seven engineering firms and to wait on the surveyors. Mrs. Salazar mentioned to the court that they'll be bringing to them an existing survey to see what's on it. Nonetheless, they're still going to require a new survey. Overall, she suggested waiting to see the information on the current survey and wait to take action on the surveying pool.

Commissioner Palacios stated that in the past they have engaged with engineering firms who have provided a survey through a substitute. The commissioner asked if it could possibly be done once more.

3. AI-53833 A. Approval of Certificate of Substantial Completion as submitted by 2GS, LLC reflecting the date of 2/26/16;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

B. Approve Request for Payment-Application No. 8 in the amount of \$257,215.21 as submitted by 2GS, LLC- Contract# C-14-362-10-28-PO# 717811 for the provision of Construction Services for the Sioux Road Paving and Drainage Improvements Project in Precinct #1 as reviewed by project engineer, Raul Sesin, P.E.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. **Pct. 2**

1. AI-53862 Presentation of vendor submitting the lowest and best bid [detailed in tabulation sheet attached] and meeting all specifications and/or requirements for the purpose of approval to purchase [evidenced through Purchase Order] one (1) Used 2007 Caterpillar Asphalt Wheel Paver from Big D Tractor Company, LLC DBA Frontera Equip/Blue Cat Rentals priced at \$165,500 less 20% discount for a total purchase price of \$132,400 for RFB No.: 2016-056-03-16-MEG.

No action to be taken at this time.

2. AI-53868 Presentation of vendor submitting the lowest and best bid [as detailed in tabulation sheet attached] and meeting all specifications and/or requirements for the purpose of approval to purchase [evidenced by Purchase Order] one (1) Used 2002 Rosco/Maximizer Asphalt Distributor from Big D Tractor Company, LLC DBA Frontera Equipment/Blue Cat Rentals priced at \$109,500 less 20% discount for a total purchase price of \$87,600 RFB No.: 2016-057-03-16-MEG.

No action to be taken at this time.

D. **Pct. 3**

1. AI-53798 Approval of Change Order No. 1 in connection with the PCT #3 "Mile 2 North Roadway Project" (C-14-153-02-17) reflecting a credit in the amount of \$27,919.13 for a new contract amount of \$ 1,541,604.58 from contracted vendor, IOC Company, LLC and as recommended by project engineer, L&G Engineer subject to compliance with HB1295 if and when applicable; with authority to execute document.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

E.

Pct. 4

1. AI-53827 Requesting authority to advertise with approval of RFB plans and specifications developed by project Architect, Mata Garcia Architects, LLP, for: Hidalgo County Precinct No. 4 -"Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project"-RFB No. 2016-145-04-13-MSS.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

Commissioner Palacios informed to everyone that the landscaping plan for this project has been well thought of, they are working on figuring out on how to use native plants. They are working along with the Texas A&M Agricultural program on how to utilize indigenous plants. He stated that most of the park is a similar flood control project, as well as improving the drainage flood quality.

2. AI-53861 Requesting approval of a professional architectural **"on call"** services agreement with **MATA-GARCIA ARCHITECTS, LLP** for the purposes of: **Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services** on a **"per project basis"** for **County-owned Buildings/Structures** located within **Hidalgo County Precinct No. 4**, through the **[forms of an AIA Agreement]** and as selected for negotiations through County's protocol under the "POOL" of Architects, subject to compliance with [HB1295 & HB23 & Modified CIQ if and when applicable].

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

APPROVED

3. AI-53683 A. Requesting approval of **Supplemental Agreement No. 1 to Professional Engineering Services Agreement#C-15-110-03-31** with L&G Consulting Engineering, Inc. for the purposes of **[extending the term to expire on March 29, 2019 as allowed and stated under Article 3.1 and Article 8, in order to complete to scope of services]** for **"Job Specific" Project:"FM 1925 (from 1,500 feet West of 10th Street to McColl Road)** located within **Hidalgo County Precinct No. 4**, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Requesting approval of **Supplemental Agreement No. 1 to Work Authorization No. 2** in connection to "on call" Professional Services Agreement# C-14-378-11-18 with **Dos Logistics, Inc.** for the purposes of **[amending "Exhibit C-1-Work Schedule-Part 5-Period of Service, to include sufficient time needed for the additional services to be provided]** for **Project: "Advanced Development Services for Precinct 4 Flood Recovery Project"** located within **Hidalgo County Precinct No. 4**, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Services to be Provided by the Owner, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Term. This Agreement is for a period of **one (1) year**, commencing, ***March 31, 2015***, expiring, ***March 30, 2016*** or *upon completion of the Scopes of the Project* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. 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 **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of

such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any

default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner'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 Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** 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:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract 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
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for **Services**, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Schedule**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to be provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these **Special Services** rendered as required

by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization**

identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will

identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this

Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental

agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated

with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the

Project, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result

of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The

Engineer represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which

the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part

by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20** herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein**, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. 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 as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such

invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER

Hidalgo County
302 W. University Drive
Edinburg, Texas 78539

ENGINEER

L & G Consulting Engineers, Inc. d/b/a
L&G Engineering
2100 West Expwy 83
Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

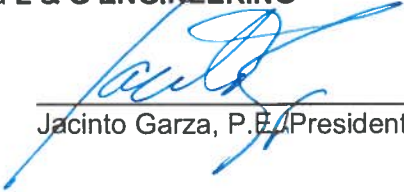
(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the Engineer and the Owner have caused this Agreement for Professional Services to be effective as of the 31st day of MARCH, 2015.

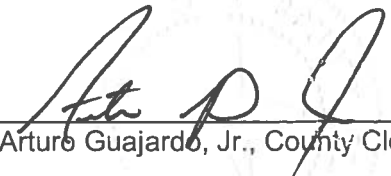
ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a L & G ENGINEERING

By: 
Jacinto Garza, P.E., President

OWNER:
HIDALGO COUNTY

By: 
Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: MARCH 31, 2015

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

By: 

ATTACHMENTS:

LOCATION MAP

- EXHIBIT A -Scope of Services to be provided by the Owner
- EXHIBIT B -Scope of Services to be provided by the Engineer
- EXHIBIT C -Work Schedule
- EXHIBIT D -Contract Rates
- EXHIBIT D1 - Fee Schedule and Estimated Man-hour Breakdown
- EXHIBIT E -Sample Work Authorization Form
- EXHIBIT F -Sample Supplemental Agreement Form
- EXHIBIT G -Certificate of Insurance (*Hidalgo County*)

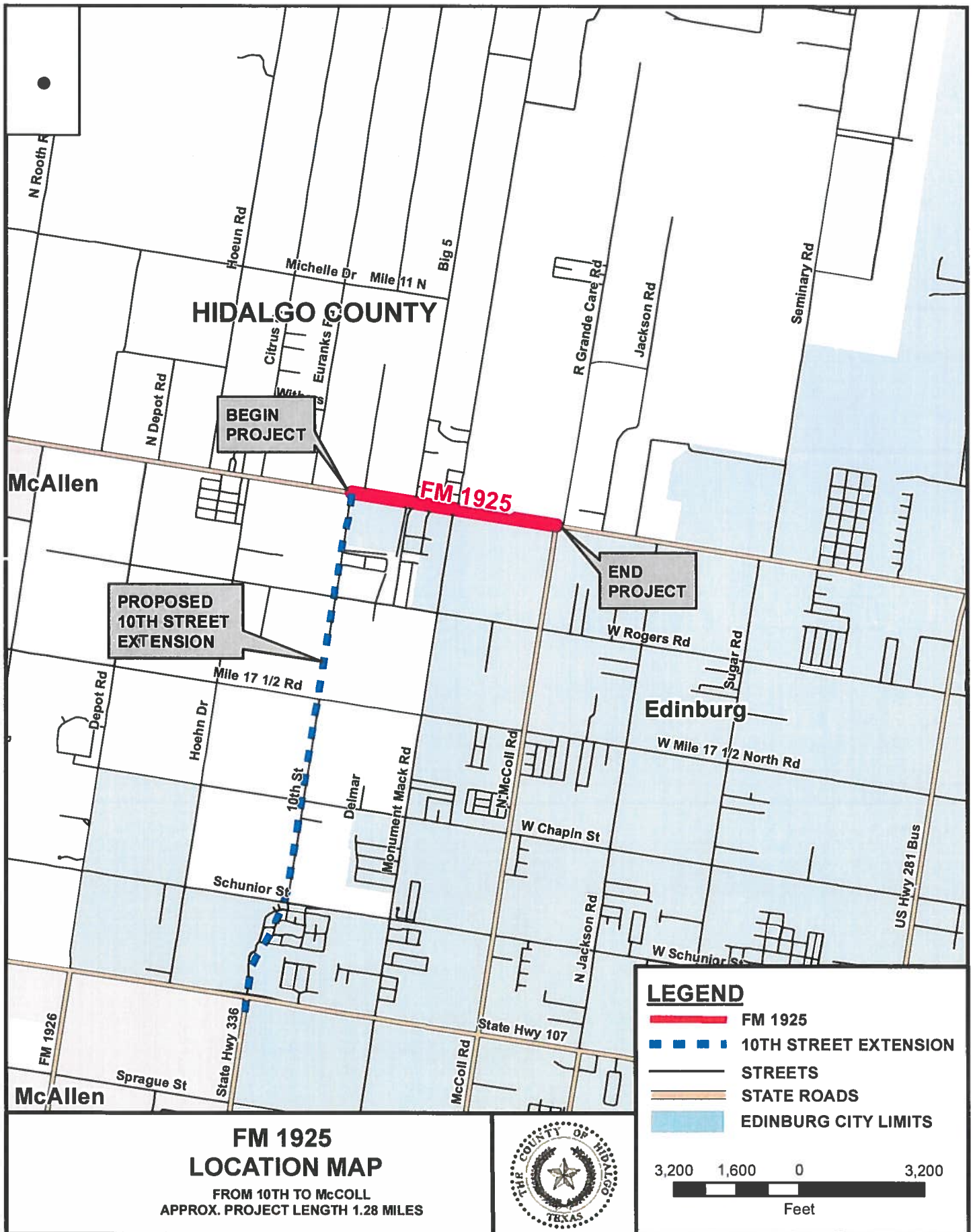


EXHIBIT "A"
Services to be provided by the County

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 I - 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: Environmental Assessment, Public Involvement, Schematic, Hydrologic Design, PS&E, Construction Oversight, ROW Map and ROW Acquisition for the FM 1925 project.

LENGTH: 1.28 Miles

HIGHWAY: FM 1925

LIMITS: from 1,500 ft. West of 10th Street to McColl Road

EXISTING FACILITY

PROJECT CLASSIFICATION

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

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

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

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services
Provided By:
ENGINEER COUNTY

- | | | |
|---|---|---|
| — | — | <p>Preliminary Design Values
<i>The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.</i></p> |
| — | — | <p>Preliminary Route Locations on Uncontrolled Mapping
<i>The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.</i></p> |
| — | — | <p>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></p> |
| — | — | <p>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></p> |
| — | — | <p>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></p> |
| — | — | <p>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></p> |
| — | — | <p>Preliminary Cost Estimates
<i>The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.</i></p> |
| — | — | <p>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></p> |
| — | — | <p>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></p> |
| — | — | <p>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></p> |

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

- | | | |
|-----|-----|--|
| ___ | ___ | 1. Route Location Studies* |
| ___ | ___ | 2. Level of Service Analysis |
| ___ | ___ | 3. Traffic Evaluations and Projections |
| ___ | ___ | 4. Develop Roadway Design Criteria |
| ___ | ___ | 5. Preliminary Cost Estimates |
| ___ | ___ | 6. Design Schematic
(See Section 7, page 7-1 for schematic layout requirements) |
| ___ | ___ | 7. Preliminary Right-of-Way Requirements |
| ___ | ___ | 8. Design Concept Conference |
| ___ | ___ | 9. Soil Core Hole Drilling |
| ___ | ___ | a. Pavement (See Section 7, page 7-3 for requirements) |
| ___ | ___ | b. Retaining Walls (See Section 10, page 10-1 for requirements) |
| ___ | ___ | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements) |
| ___ | ___ | d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements) |
- * The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

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

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services
Provided By:
ENGINEER COUNTY

1. Environmental Reports

All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

a. Environmental Assessments

- (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
- (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
- (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.

b. Environmental Impact Statement

- (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
- (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement

All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

- a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
- b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

3. Cultural Resources

Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.

a. Historic Structure Studies

A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.

b. Archeological Studies

- (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
- (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
- (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

4. Noise and Air Quality Analyses

a. Noise Analysis

A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.

b. Air Quality Analysis

An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.

5. Hazardous Materials

The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

6. General Guidelines for Preparation of Environmental Documents

- a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT.
- b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
- c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
- d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
- e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
- f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
- g. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services
Provided By:
ENGINEER COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

- | | | |
|---|---|--|
| — | — | 1. Ownership Data in a .dgn file |
| | | a. The entire project limits. |
| | | b. Compensable utility ownership that has property rights on ROW shall be researched and provided. |
| | | c. For each drainage outfall property |
| | | d. For each irrigation structure pipe. |
| — | — | 2. Parcel plats & Right-of-Way Map |
| | | a. A ROW map, parcel plats and field notes shall be prepared and furnished. |
| | | b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). |
| | | c. ROW map must depict all improvements affecting ROW. |
| — | — | 3. Utilities (Compensable) |
| | | a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility. |
| — | — | 4. Field Notes |
| | | a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map |
| | | b. Computation Sheets for Survey Closure and Area for Each Parcel. |
| | | c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| — | — | 5. Survey and Stake Right-of-Way |
| — | — | 6. Records as Required by the County and State |
| | | a. Records used to establish ownership |
| — | — | 7. General Guidelines for Preparation of Right-of-Way Maps |
| | | <i>(Sample ROW Maps and Parcel Plats and field notes attached)</i> |
| | | GENERAL SPECIFICATIONS |
| | | a. All data submitted by the surveyor will be legible, organized and well documented. |
| | | b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor. |
| | | c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor. |
| | | d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services. |
| | | e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract. |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the SURVEYOR.

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

- l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

PHARR DISTRICT ROW MAP CHECKLIST

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

Printed Name _____

MAP GENERAL

- ## TITLE SHEET REQUIREMENTS

- ## INDIVIDUAL MAP SHEET REQUIREMENTS

- ## EXISTING INFORMATION

- ____ R.O.W. lines
____ Whole property or whole property inset

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

- ☐ Roadways
- ☐ Survey, county, and city limit lines shown and labeled
- ☐ Improvements shown and labeled (*see below*)
- ☐ Monumentation i.e. P.C., P.T., Break Points
- ☐ North arrow
- ☐ Scale
- ☐ Property lines
- ☐ Property descriptions i.e., lot, block, tract, subdivision, etc...
- ☐ Identify existing and proposed access denial locations (*if applicable*)

PROPOSED INFORMATION

- ☐ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
- ☐ Survey and R.O.W. lines
- ☐ Basis of bearings
- ☐ Parcel bearings and distances correspond with traverse sheet
- ☐ Outside ties (P.O.C.) corresponds with field notes
- ☐ Point of beginning (P.O.B.) established on proposed R.O.W. line
- ☐ Parcel tied to baseline
- ☐ Baseline information shown i.e. Stationing, bearings, curve data, etc...
- ☐ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
- ☐ Math checked on remainder

IMPROVEMENTS

- ☐ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
- ☐ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES

- ☐ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
- ☐ Location of underground storage tanks and/or filler caps are shown and labeled

*** DO NOT SEAL MAP**

FIELD NOTES HEADING

- ☐ County
- ☐ Highway
- ☐ Parcel number
- ☐ R.O.W. CSJ
- ☐ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"

- ☐ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN

- ☐ Size of parent tract
- ☐ Survey data or lot, block, and subdivision
- ☐ Name of last recorded seller and buyer
- ☐ Date, volume and page or document number of last recorded conveyance
- ☐ Records and county of last recorded conveyance

BEGINNING DESCRIPTION

- ☐ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
- ☐ Point of beginning is on proposed R.O.W. line

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

PARTICULAR DESCRIPTION

- ☐ Traverse calls are clockwise sequence
- ☐ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
- ☐ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
- ☐ Calls are numbered
- ☐ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

- ☐ Last call leads back to P.O.B.
- ☐ Restates area of parcel
- ☐ Establishes taking in existing road R.O.W. *(if applicable)*
- ☐ Legal description is referenced to Plat
- ☐ Sealed and signed
- ☐ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

- ☐ Shows P.O.B. and P.O.C.
- ☐ All data corresponds exactly with Map and Field Notes
- ☐ Sheet size is no larger than 8 1/2" x 11"
- ☐ Plat closely matches example provided
- ☐ Plat referenced to legal description
- ☐ Sealed and signed
- ☐ Include an access clause whether access is permitted or denied *(if applicable)*
- ☐ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

- ☐ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
- ☐ Computations show area that is existing road R.O.W. *(if applicable)*
- ☐ Traverse calls are in clockwise sequence
- ☐ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

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

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services
Provided By:
ENGINEER COUNTY

1. Field Surveying

a. Primary Project Control – 3 to 5 miles spacing

Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.

- (1) Establish horizontal control points
- (2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.

- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

(2) Photogrammetric ground control

- (a) Establish horizontal control
- (b) Establish vertical control points
- (c) Place and maintain control point targets

c. Other Field Surveying

- (1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
- (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
- (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
- (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
- (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

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

Services
Provided By:
ENGINEER COUNTY

- — c. Other Field Surveying (*continued*)
- (6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
- (7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
- (8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
- (9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- — (10) Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
- — (11) Additional Field Surveying as shown below:
(a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
(b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
- (12) Driveways and Turnouts
(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
(d) Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
- — (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
- — (14) Soil core hole staking.
- — (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- — (16) Profiles of existing drainage facilities.
- — (17) Measurement of hydraulic opening under existing bridges.
- — (18) Obtain elevations of manholes and valves of utilities

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- | | | |
|---|---|--|
| — | — | c. Other Field Surveying (<i>continued</i>) |
| — | — | (19) Provide temporary signs, traffic control, flags, safety equipment, etc. |
| — | — | (20) Ties to existing bridges or culverts that may conflict with new construction. |
| — | — | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| — | — | (22) Inventory signs, mailboxes, and driveways |
| — | — | (23) Survey controlled data sheets per TxDOT guidelines. |
| — | — | 2. Photogrammetric Products |
| | | a. Uncontrolled Photography |
| | | (1) Contact Prints |
| | | (2) Mosaics |
| | | (3) Digital ortho plots |
| | | b. Mapping |
| | | (1) Planimetric Maps |
| | | (2) Contour Maps |
| | | (3) Cross Sections |
| | | (4) Profiles |
| | | (5) Digital Terrain Models (DTM) |

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

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services
Provided By:
ENGINEER COUNTY

1. Geometric Design
 - a. Horizontal and Vertical Alignment
 - b. Schematic Layout
 - (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
 - (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
 - (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
 - (5) The tentative ROW limits.
 - (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
 - (b) Provide a graphics file containing the approved schematic.
 - (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
 - (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
 - (8) The control of access lines if Interstate or designated under House Bill 179.
 - (9) Direction of traffic flow on all roadways.
 - (10) Location and width of median openings for highway without access control.
 - (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

2. General Guidelines for Project Development
 - a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
 - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
 - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
 - d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- — 2. General Guidelines for Project Development (*continued*)
- e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
- f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
- g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
- h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
- — 3. Exhibit for Airway/Highway Clearance Permits
- — 4. Grading Design
- a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
- b. Typical Sections
- c. Design Cross Sections
- d. Determine Cut and Fill Quantities
- e. Slope Stability Analysis
- f. Embankment Foundation Stability Analysis
- g. Embankment Settlement Analysis
- — 5. Pavement Design
- a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
- b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
- c. Embankment and Subgrade
- (1) Soil Core Holes (Show cost estimate with Function Code 110)
- (a) Along center line
- (b) Along center line of each roadway
- The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- | | | |
|-------|-------|--|
| _____ | _____ | 5. Pavement Design (<i>continued</i>) |
| _____ | _____ | c. Embankment and Subgrade (<i>continued</i>) |
| _____ | _____ | (2) Identify, interpret and summarize geologic features that affect engineering design |
| _____ | _____ | (PI, Sulfate content, % of lime) |
| _____ | _____ | d. Traffic Data for Pavement Design by STATE |
| _____ | _____ | e. Basic Design Criteria |
| _____ | _____ | f. Life Cycle Cost Analysis(es) |
| _____ | _____ | g. Cost Data |
| _____ | _____ | h. Pavement Material Properties |
| _____ | _____ | i. Rehabilitation Investigations |
| _____ | _____ | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer |
| | | will determine whether to salvage ACP and FLEXBASE as well as their |
| | | properties and provide this information to TxDOT. |

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

SECTION 8 - DRAINAGE
(Function Code 161)

Services
Provided By:
ENGINEER COUNTY

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

- | | |
|------|--|
| 1. | Hydrologic Map |
| a. | Hydrologic data/discharge determination for outfalls |
|
 | |
| 2. | Hydraulic Drainage Study and Documentation |
| a. | Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements. |
| (1) | Storm water detention available within the ROW (linear ft. along side drain ditch). |
| (2) | Storm water detention required outside the ROW (as per HCDD#1) |
| (3) | Culverts |
| (4) | Bridge waterways |
| (5) | Channels |
| (6) | Storm sewers/inlets |
| (7) | Pump stations |
| (8) | Storm Water Management facilities |
| (9) | Other |
| (a) | Irrigation Canals/Siphons |
| b. | Hydraulic report(s) |
| c. | Federal Emergency Management Agency (FEMA) floodway requirements |
| d. | Determine impact of proposed drainage plan on the following receiving stream(s) |
| (1) | Hidalgo County Drainage District Outfalls |
| (2) | All Irrigation District Outfalls impacted |
|
 | |
| 3. | Layout, Structural Design and Detailing of Drainage Features |
| a. | Culverts |
| (1) | New culverts |
| (2) | Culvert widening and/or lengthening |
| (3) | Culvert replacements |
| b. | Storm sewers |
| (1) | New storm sewers |
| (2) | Modify existing storm sewers |
| (3) | Inlets |
| (4) | Manholes |
| (5) | Trunk lines |
| c. | Pump stations |
| d. | Subsurface drainage at retaining walls |
| e. | Outfall channel(s) within the ROW |
| f. | Outfall channel(s) outside the ROW |
| g. | Detention Pond(s) within the ROW |
| h. | Detention Pond(s) outside the ROW |
| i. | Summary of Quantities |
| j. | Storm Water Management facilities |
|
 | |
| 4. | Storm Water Pollution Prevention Plan (SW3P) |
|
 | |
| 5. | Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

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

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services
Provided By:
ENGINEER COUNTY

- | | | |
|---|---|---|
| — | — | 1. Signing and Markings Layout |
| | | a. Requirements (Separate Layout) |
| | | (1) Roadway layout |
| | | (2) Center line with station numbering |
| | | (3) ROW lines |
| | | (4) Culverts and other structures that present a hazard to traffic |
| | | (5) Location of utilities, if not shown on plan and profile |
| | | (6) Existing signs to remain, to be removed, to be relocated |
| | | (7) Proposed signs (illustrated and numbered) |
| | | (8) Existing overhead sign bridges to remain, to be revised, removed or relocated |
| | | (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) |
| | | (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation |
| | | (12) Quantities of existing pavement markings to be removed |
| | | (13) Proposed delineators and object markers |
| | | b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps |
| | | (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps |
| | | (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes |
| | | (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) |
| | | (5) Tentative ROW limits |
| | | (6) Direction of traffic flow on all roadways |
| | | (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| — | — | 2. Summary of Small Signs Tabulation |
| — | — | 3. Summary of Large Signs Tabulation including all Guide Signs |
| — | — | 4. Sign Detail Sheets |
| | | a. All signs except route markers |
| | | b. Design details for large guide signs |
| | | c. Dimensions of letters, shields, borders, corner radii etc. |
| | | d. Designation of shields attached to guide signs |
| | | e. Designation of arrow used on exit direction signs |

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

Services
Provided By:
ENGINEER COUNTY

5. Traffic Signals

a. Development of Justification (Warrant) Data

(1) Location Map

Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators

(2) Photographs as appropriate

(3) Accident data as appropriate

(4) Vehicle volumes (provided by TxDOT)

(a) Existing

(b) Estimated

(c) Projected

(d) Pedestrian

(5) Traffic Survey - Count Analysis

(6) Recommendation based on above data

b. Layout

(1) Title Sheet (when applicable)

(a) Describe the location

(b) Type of installation

(c) Area map with project limits for each location

(d) Index of sheets

(e) Space for official signatures

(2) Estimate and quantity sheet (when applicable)

(a) List of all bid items

(b) Bid item quantities

(c) Specification item number

(d) Paid item description and unit of measure

(3) Basis of estimate sheet (list of materials)

(4) General notes and specification data sheet

(5) Condition diagram

(a) Highway and intersection design features

(b) Roadside development

(c) Traffic control including illumination

(6) Plan sheet(s)

(a) Existing traffic control that will remain (signs and markings)

(b) Existing utilities

(c) Proposed highway improvements

(d) Proposed installation

(e) Proposed additional traffic controls

(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.

(g) Proposed illumination attached to signal poles.

(7) Notes for plan layout

(8) Elevation sheet(s) (span wire design)

(9) Phase sequence diagram(s)

(a) Signal locations

(b) Signal indications

(c) Phase diagram

(d) Signal sequence table

(e) Flashing operation (normal and emergency)

(f) Preemption operation (when applicable)

(g) Interval timing, cycle length and offset

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

Services
Provided By:
ENGINEER COUNTY

- | | |
|------|--|
| 5. | Traffic Signals (<i>continued</i>) |
| b. | Layout (<i>continued</i>) |
| (10) | Construction detail sheets(s) |
| (a) | Poles (TxDOT standard sheets) |
| (b) | Detectors |
| (c) | Pull Box and conduit layout |
| (d) | Controller Foundation standard sheet |
| (11) | Marking details (when applicable) |
| (12) | Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| (13) | Aerial or underground interconnect details (when applicable) |
| c. | General Requirements |
| (1) | Contact local utility company |
| (a) | Confirm power source |
| (b) | Discuss route of aerial or underground interconnect cable (when applicable) |
| (c) | Adjustment of overhead utility lines |
| (2) | Prepare governing specifications and special provisions list |
| (3) | Prepare project estimate |
| d. | Summary of Quantities |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services
Provided By:
ENGINEER COUNTY

- | | | |
|---|---|---|
| | | 1. Retaining Walls |
| | | a. Structural Details |
| — | — | (1) Cast-in-Place Cantilever at — locations. (TxDOT Standard Retaining Wall)* |
| — | — | (2) Tiedback Retaining Wall at — location. (TxDOT standard retaining wall) |
| — | — | (3) Specialized Retaining Wall at — locations (Unique Design).* |
| | | b. Alternate Patented Retaining Walls at all locations. (Layouts Only)** |
| — | — | (1) Mechanically Stabilized Earth |
| — | — | (2) Concrete Block Wall Systems |
| — | — | c. Retaining Wall Layout (PLAN) |
| | | (1) Designation of reference line |
| | | (2) Beginning and ending retaining wall stations |
| | | (3) Station of each retaining wall joint*** |
| | | (4) Offset from reference line |
| | | (5) Horizontal curve data |
| | | (6) Number of retaining wall panels and lengths*** |
| | | (7) Total length of wall |
| | | (8) Indicate face of wall |
| | | (9) All wall dimensions and alignment relations (alignment data as necessary) |
| | | (10) Soil core hole locations |
| — | — | d. Retaining Wall Layout (ELEVATION) |
| | | (1) Top of wall elevations at each joint or intervals*** |
| | | (2) Existing and finished ground line elevations |
| | | (3) Height of stem at each joint*** |
| | | (4) Wall panel designations*** |
| | | (5) Top of footing elevations*** |
| | | (6) Limits of measurement for payment**** |
| | | (7) Type, limits and anchorage details of railing (If applicable) |
| | | (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown. |
| — | — | e. Foundation Studies (Show cost estimate with Function Code 110) |
| — | — | (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation. |
| — | — | f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work). |
| — | — | g. Estimate |
| — | — | h. Summary of Quantities |
| — | — | i. Typical X-section. |
| — | — | j. General Guidelines for Retaining Walls |
| | | (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. The designer and checker shall check all calculations and initial each page. |
| | | (2) The ground water level should be observed at the water strike. |
| | | (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. |
| | | (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92. |

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

Services
Provided By:
ENGINEER COUNTY

- _____
2. Traffic Control Plan, Detours and Sequence of Construction
- Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
- a. The sequence of construction and method of handling traffic during each phase.
 - b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
 - c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
 - d. Where detours are provided, typical cross sections shall be shown.
 - e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
- _____
3. Illumination
- _____
- a. Preliminary Roadway Illumination Layout and Circuit Layout
 - (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
 - (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
 - (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
 - (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
 - (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
 - (e) Tentative ROW limits
 - (f) Direction of traffic flow on all roadways
 - (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
 - b. Final Roadway Illumination and Electrical Circuit Layouts
 - (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
 - (2) Center line with station numbering.
 - (3) ROW lines.
 - (4) Symbol legend. Use department standard symbols for lighting and electrical.
 - (5) Culverts and other structures that present a hazard to traffic.
 - (6) Location of underground utilities, if not shown on plan profile.
 - (7) Location of overhead electrical lines, both crossing and parallel to ROW.
 - (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
 - (9) Existing service poles, electrical circuits, ground boxes, etc.
 - (10) Contact electric utility for service pole locations, voltage characteristics.
 - (11) Location of proposed sign lighting circuits and roadway illumination.
 - (12) Proposed electrical circuits.
 - (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:		
ENGINEER	COUNTY	
—	—	3. Illumination (<i>continued</i>)
		c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
—	—	4. Miscellaneous Drafting/Standards
—	—	a. Erosion Control b. Landscape Development
—	—	5. Compute and Tabulate Quantities
—	—	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure* (1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. (a) New O.S.B. structure(s) (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated. (2) High Mast Illumination Poles (HMIP) (3) Traffic Signal Supports (4) Conventional Illumination Poles (5) Sound Barrier Walls b. Checklist for Layouts (1) Reference appropriate O.S.B. standard (2) Drilled shaft size and length (3) Soil strength used for design {indicate basis and boring(s) used} (4) Design height (5) Tower heights (6) Leg spacings (7) Design wind speed c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
—	—	8. Agreements
—	—	a. Utility Agreements b. Exhibits for Utility Agreements c. Railroad Agreements d. Railroad Exhibits (1) Railroad Underpasses (2) Railroad Overpasses (3) Railroad Grade Crossing (Replanking) (4) Railroad Grade Crossing Warning Systems (Signals) (5) Other Miscellaneous Sketches for Railroads e. Traffic Signal Agreements f. Exhibits for Traffic Signal Agreements
—	—	9. Estimate
—	—	10. Specifications and General Notes

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN

(Function Code 170)

Services
 Provided By:
ENGINEER COUNTY

			<u>NUMBER REQUIRED</u>
1. Preparation of Structural Details			
a. New Structure(s)			
___	___	(1) Underpass(es)	___
___	___	(2) Overpass(es)	___
___	___	(3) Main Lanes	___
___	___	(4) Direct Connector(s)	___
___	___	(5) Ramp Bridge(s)	___
___	___	(6) Waterway Structure(s)**	___
___	___	(7) Pedestrian Structure(s)	___
___	___	(8) Utility Structure(s)	___
___	___	(9) Railroad Underpass(es)	___
___	___	(10) Railroad Overpass(es)	___
___	___	(11) Bridge Classification Culvert(s)**	___
___	___	(11) Alternate Structural Designs	___
___	___	(12) Alternate Foundation Design	___
Total New Structures =			___
b. Existing Structure(s)			
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	___
___	___	(2) Bridge Replacement	___
___	___	(3) Raising Bridge Elevation	___
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	___
___	___	(5) Railroad Overpass(es)	___
___	___	(6) Railroad Underpass(es)	___
Total Existing Structures =			___

* Contour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

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

Services
Provided By:
ENGINEER COUNTY

2. Preparation of Bridge Layouts (each bridge)
- a. Bridge Layouts (PLAN)
- (1) Horizontal curve information or bearing of centerline.
 - (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
 - (3) Bearing of center line or reference line.
 - (4) Skew angle(s).
 - (5) Slope for header banks and approach fills.
 - (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
 - (7) Approach pavement and crown width.
 - (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
 - (9) Approach slab and curb returns.
 - (10) Limits and type of riprap.
 - (11) Proposed features under structure.
 - (12) Location of profile grade line.
 - (13) North arrow.
 - (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
 - (15) Cross slope and super elevation data.
 - (16) Minimum horizontal clearances when applicable.
 - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
 - (17) Location of soil core holes (station and offset), shown on layout.
 - (18) Bent stations and bearings.
 - (19) Retaining wall locations.
 - (20) Traffic flow directional arrows.
 - (21) Railing types shown.
 - (22) Joint types and seal size, if used.
 - (23) Beam line numbers consistent with span details.
 - (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
 - (25) Bearings of utilities.
- b. Bridge Layouts (ELEVATION)
- (1) Type of foundation.
 - (2) Finished grade elevations at beginning and end of bridge.
 - (3) Overall length of structure.
 - (4) Length, type of spans and units.
 - (5) Type of railing.
 - (6) Minimum calculated vertical clearance(s).
 - (7) Existing and proposed ground lines clearly marked.
 - (8) Grid elevations and stations.
 - (9) Bent numbers encircled.
 - (10) Stationing of bridge compatible with grid stations.
 - (11) Standard title.
 - (12) Profile grade data.
 - (13) Type of riprap.
 - (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
 - (15) Fixed/expansion condition of all bents.
 - (16) Column "H" heights.
 - (17) Number, size and length of foundations.

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

Services
Provided By:
ENGINEER COUNTY

- | | | |
|---|---|---|
| — | — | 2. Preparation of Bridge Layouts (each bridge) <i>(continued)</i>
c. Additional layout requirements for waterway structures and bridge classification culverts.
(1) Design and 100-year peak discharges.
(2) Design and 100-year high water (HW) (Recorded HW and date if available)
(3) Natural and through-bridge velocities for design and 100-year floods.
(4) Calculated backwater for design and 100-year floods.
(5) Direction of flow for waterway crossings.
(6) Contours for water crossing. |
| — | — | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| — | — | 4. Foundation Studies (Show cost estimate with Function Code 110)
The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet). |
| — | — | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| — | — | 6. Bridge Special Provisions and Specifications (each bridge) |
| — | — | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| — | — | 8. General Guidelines for Bridge Design
a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout. |

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
 - Railroad Companies
 - FHWA
 - U.S. Army Corps of Engineers
 - U.S. Coast Guard
 - Bureau of Reclamation
 - Texas Parks and Wildlife
 - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

- b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.
- c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design (*continued*)

- d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
- e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
- f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
- g. Standard drawings for beams, diaphragms, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
- h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
- i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
- j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
- k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services
Provided By:
ENGINEER COUNTY

— — **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

- 1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

- 3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.
- 4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).
- 5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- 6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.
- 7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Miscellaneous Technical Activities:

- 8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
- 9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
- 10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.
- 11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
- (g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
- (h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
- (i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

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

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

(Services to be provided by L&G Engineering)

Services
Provided By:
ENGINEER COUNTY

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 L&G Consultant Office Headquarters
 i) Full Project Office
 (1) No Joint Use of COUNTY or TxDOT 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

Services
Provided By:
ENGINEER COUNTY

3) APPRAISAL

- | | | |
|---|---|---|
| — | — | 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, is 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 L&G 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 L&G 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) APPRAISAL REVIEW

- | | | |
|---|---|--|
| — | — | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| — | — | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| — | — | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

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

Services
Provided By:
ENGINEER COUNTY

— — d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

— — a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

— — b) 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. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.

— — c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.

— — d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

— — e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

— — 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 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.

— — 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.

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

Services
Provided By:
ENGINEER COUNTY

- | | | |
|--|---|---|
| — | — | 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 L&G 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, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| 7) 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. |
| 8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise). | | |
| — | — | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| — | — | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| — | — | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| 9) 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. <u>Spouses of owners must also be joined.</u> |

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

Services
Provided By:
ENGINEER COUNTY

- iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
 - v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
 - vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
 - viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
 - ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
 - xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
 - xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
 - xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
 - xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
 - xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
 - xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- —
- b) Post Hearing Support (by COUNTY Attorney)
 - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

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

- v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
- vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
- vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
- viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
- ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
- x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- — a) Preliminary Design Consultations
 - i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.
- — b) Field Observations and Verifications
 - i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.
- — c) Exchange of Information with Utility Providers
 - i) Provide project schedule.
 - ii) Request schedules for utility adjustments.
 - iii) Identify who is responsible for utility process.
- — d) Confirmation of Property Interests
 - i) Request Documents.
 - ii) Coordination of data on maps and citation of property interest documents.
 - iii) Confirm utilities are within easements.
- — e) Coordination of Agreements
 - i) Identify utilities that are compensable.
 - ii) Determine parties and agreements necessary to complete compensable process.
 - iii) Coordinate execution and processing of Standard Utility Agreements.
- — f) Utility Meetings throughout project development
 - i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
 - ii) Attend and participate in meetings by other parties.

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

11) 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) Appraisal Review
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon submission of ROW-A-10
- e) Appraisal Update
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon delivery of complete and acceptable appraisal update.
- f) Negotiation, Task, and Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 80% upon presentation of initial offer.
 - (b) 20% upon successful negotiation and all instruments are recorded.
- g) Closing Service Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon recordation of instrument of conveyance.
- h) Relocation Assistance
 - i) Payment
 - (a) Per Relocation
 - ii) Milestones
 - (a) 100% upon issuance of 90-day vacancy letter.
- i) Compensable Utilities
 - i) Payment
 - (a) By percent complete

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 14 - 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>
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes 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 "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
Detailed Index of Sheets
2. Typical Sections
3. General Notes and Specifications Data
4. Estimate and Quantity Sheets
5. Storm Water Pollution Prevention Plan (SW3P) Sheets
6. Traffic Control Plans
 - a. Sequence of Construction Layouts
 - b. Detour Plan/Profile/Typical Sections/Quantities
7. Roadway Layouts
 - a. Roadway Plan/Profile Sheets
 - b. Intersection Plan/Profile Sheets
 - c. Intersection Layouts
 - d. Alignment Layouts/Data
 - e. Ramp Layouts/Profiles
 - f. Connection Roads/U-turns Layouts/Profile
8. Roadway Details
 - a. Concrete Pavement Details/Standards
 - b. Concrete Pavement Terminal Anchorage Details/Standards
 - c. Bridge Approach Details/Standards
 - d. Bridge Terminal Anchorage Details/Standards
 - e. Roadway/Median Barrier Details/Standards
 - f. Curb Details
 - g. Driveway Details/Typical Sections/Standards
9. Signing Layouts and Marking Layouts
10. Traffic Signal Layouts
11. Lighting Layouts
12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)
13. Utility Layouts/Profiles
14. Drainage Area Maps and Hydraulic Data
 - a. General Drainage Area Maps
 - b. Stage-Discharge Curves
 - c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
 - d. Drainage Area Maps/Culverts/Storm Sewer
 - e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps
15. Detailed Drainage Plans
 - a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
 - b. Channel Plan/Profiles/Typical Sections
 - c. Box Culvert Plan/Profile
 - d. Pipe Sewer/Culvert Cross Sections

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

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
 - a. Inlet Details/Standards
 - b. Manhole Details/Standards
 - c. Junction Box Details/Standards
 - d. Safety End Treatment Details/Standards
 - e. Box Culvert Details/Standards
 - f. Culvert Wingwall Details/Standards
 - g. Excavation-Backfill Diaphragms
 - h. Riprap Details/Standards
 - i. Temporary Pollution and Erosion Control Details
17. Pumphouse Layouts
18. Pumphouse Details
19. Pumphouse Standard Details
20. Bridge Layouts/Profile/Typical Sections*
21. Bridge Details*
 - a. Summary of Bridge Quantities
 - b. Abutments
 - c. Interior Bents
 - d. Spans
 - e. Special details for the specific bridge
22. Bridge Standard Details*
23. Bridge Railing Standards
24. Retaining Wall Layouts/Profiles**
25. Retaining Wall Details**
26. Retaining Wall Standard Details**
27. Guard Fence/Standards and Signal Pole Standards
28. Signal/Electrical Details/Standards and Signal Pole Standards
29. Signing/Markers/Striping Details/Standards
30. Barricade/Construction/Beacon Standards
31. Miscellaneous Standards
 - a. Chain Link Fence Standards
 - b. Bridge End Detail/Standards
 - c. Roadway Clearance Details/Standards
 - e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.
2. Project Layout
The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.
3. Typical Sections
See Part IV of the Highway Design, Operations and Procedures Manual.
4. Sequence of Work Sheets (Traffic Control Plan)
Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.
5. Removal Item Sheets
These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).
6. Summary Sheets
Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.
7. Alignment Layout Sheets
These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).
8. Plan Profile Sheet
Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.
9. Drainage Area Maps
Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.
10. Drainage Plan Profile Sheets
These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.
11. Runoff, Inlet, Storm Sewer and Culvert Sheets
Use standard sheets.

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

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details

District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details

District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail

Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details

Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details

Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts

A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:

- (1) Drilled shaft size and length
- (2) Soil strength used for design {indicate basis and boring(s) used}
- (3) Design height
- (4) Tower height
- (5) Leg spacings and
- (6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST

Services
 Provided By:
ENGINEER COUNTY

___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
___	___	(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
 Provided By:
ENGINEER COUNTY

___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation

Miscellaneous

___	___	Conduit Requirements
___	___	Traffic signal Requirements

Summaries

(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

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

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
Provided By:
ENGINEER COUNTY

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

FM 1925 (Monte Cristo Rd)
From 10th Street To McCall Rd
Length = 1.28 miles

LAG FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

EXHIBIT "D"

CONTRACT RATES

 L & G Engineering Transportation Consulting Engineers		
Audited Overhead Rate FY 2013		
Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 14 -16
Principal	\$ -	\$ -
Senior Project Manager	\$ 70.00	\$ 218.04
Engineer (V) - Senior Engineer	\$ 58.00	\$ 180.66
Senior Environmental Scientist/Specialist	\$ 49.00	\$ 152.63
Engineer (III) - Project Engineer	\$ 43.00	\$ 133.94
Engineering Lab Manager	\$ 34.00	\$ 105.91
Senior Engineer Tech	\$ 30.00	\$ 93.45
Project Inspector (V)	\$ 28.00	\$ 87.22
Record Keeper	\$ 27.00	\$ 84.10
Project Inspector (I)	\$ 22.00	\$ 68.53
CADD Operator / GIS Analyst	\$ 22.00	\$ 68.53
Admin/Clerical	\$ 20.00	\$ 62.30
Soil & Aggregate Technician	\$ 17.00	\$ 52.95
Concrete Technician	\$ 17.00	\$ 52.95
Asphalt Technician	\$ 17.00	\$ 52.95
Negotiated Overhead Rate: 178.12%	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Negotiated Profit Rate: 12.00%		
Multiplier: <u>3.1149</u>		
Other Direct Expenses:	Cost	
Lodging	\$85/night	
Meals	\$36/day	
Mileage	\$0.55/mile	
Car Rental	\$75.00/day	
8 1/2" X 11" copies	\$1.00/sheet	
11" X 17" copies	\$1.50/sheet	
11" X 17" Mylar	\$2.00/sheet	
Overnight Mail - Letter Size	\$15.00/Each	
Overnight Mail - Oversized Box	\$38.00/Each	

EXHIBIT "D-1" - ESTIMATED PROJECT FEE SCHEDULE FM 1925 PROJECT

(Limits: from 1,500 ft. West of the 10th St. Ext. Project to McColl Rd)

ROADWAY PROJECT:	FM 1925		
LIMITS:	from 1,500 ft. West of 10th Street to McColl Rd		
EXISTING ROADWAY SECTION:	40-ft Rural		
EXISTING ROW WIDTH:	80' to 100' Varies		
PROPOSED ROADWAY SECTION:	5-lane urban roadway		
PROPOSED ROW WIDTH:	120FT		
ESTIMATED CONSTRUCTION COST (\$ 4.5 million per mile plus Storm Drain to east of McColl Outfall Ditch)	\$7,737,426.00		
LENGTH FOR 4-LANE ROADWAY	1.28 Mile		
ESTIMATED PROJECT COSTS	LOCAL %	TOTAL	* LPA
WORK AUTHORIZATION NO. 1			
(FROM 1,500 FT. W. OF 10TH ST. TO McCOLL Rd)			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN			
Environmental Assessment with TxDOT	100	\$ -	\$ 95,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100	\$ -	\$ 25,000.00
Archeological and Historical Research	100	\$ -	\$ 30,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100	\$ -	\$ 24,000.00
Schematic	100	\$ -	\$ 97,840.00
Hydrological Map	100	\$ -	\$ 42,000.00
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	100	\$ -	\$ 21,000.00
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	100	\$ -	\$ 18,000.00
Update Schematic based on FIELD SURVEYS and ROW Map as provided by City of Edinburg and comments as provide by TxDOT/County for schematic and EA update w/ FHWA	100	\$ -	\$ 39,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100	\$ -	\$ 12,000.00
Public Involvement and 1 Public Hearing	100	\$ -	\$ 25,000.00
SUB-TOTAL		\$ -	\$ 428,840.00
WORK AUTHORIZATION NO. 2			
PHASE II- PS&E and CONSTRUCTION OVERSIGHT			
Outfall Identification Preliminary Property Ownership and Hydraulics	100	\$ -	\$ 36,000.00
PS&E Development (8% Engineering Fee)	100	\$ -	\$ 618,994.08
Engineering Fee to Create 2 sets of Plans and Submit through Txdot	100	\$ -	\$ 135,000.00
PS&E Development for OUTFALL(S)	100	\$ -	\$ 40,600.00
Permitted Utilities Coordination to adjust	100	\$ -	\$ 72,000.00
ROADWAY CONSTRUCTION COST	0	\$ 7,737,426.00	\$ -
Field Surveys for Design and Construction	100	\$ -	\$ 55,000.00
TxDOT Construction Inspection (11%)	0	\$ 502,933.00	\$ -
Eng Consultant Construction Management (18 Months)	100	\$ -	\$ 162,000.00
SUB-TOTAL		\$ 8,240,359.00	\$ 1,119,594.08
WORK AUTHORIZATION NO. 3			
PHASE III - ROW Map and ROW Acquisition			
Complete ROW Map (Estimated 24 Parcels)	100		\$ 100,000.00
Right-of-Way Costs - Acq.Services @ (est.24 Parcels @ \$13,800/Parcel Avg.)	100		\$ 331,200.00
Estimated County Attorney Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels)	100		\$ 72,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100		\$ 128,000.00
Estimated Roadway Right-of-Way Costs	1.1	\$ 632,954.00	\$ 6,962.49
SUB-TOTAL		\$ 632,954.00	\$ 638,162.49
TOTAL		\$ 8,873,313.00	\$ 2,186,596.57

Work Authorization No. 1 Phase I	FY 15	\$ 428,840.00	NOT ISSUED
Work Authorization No. 2 Phase II	FY 16	\$ 1,119,594.08	NOT ISSUED
Work Authorization No. 3 Phase III	FY 17	\$ 559,200.00	NOT ISSUED

State Estimated Costs
 Local Estimated Costs

TOTAL ESTIMATED CITY/COUNTY COST:	\$ 2,186,596.57	19.78%
TOTAL ESTIMATED PROJECT COST:	\$ 11,052,947.08	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	\$ 78,962.49	

* Local Public Agencies (LPA)

CITY OF EDINBURG TO PARTICIPATE WITH \$1 MILLION ON THIS PROJECT (PENDING AGREEMENT)

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-

Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. d/b/a L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide

_____.

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-1" Fee Schedule*.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

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

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

EXHIBIT "E"

Sample Work Authorization

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 _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. __

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:

L&G ENGINEERING

THE OWNER:

HIDALGO COUNTY

By: Jacinto Garza, P.E.
President

By: Ramon Garcia,
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map

Exhibit A – Services to be provided by Owner

Exhibit B – Services to be provided by Engineer

Exhibit C – Work Schedule

Exhibit D-1 – Fee Schedule

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____ **TO AGREEMENT FOR PROFESSIONAL SERVICES**

This SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and _____, Professional Engineers of, _____, Texas, hereinafter called "Engineer".

WITNESSETH

WHEREAS, the Owner and the Engineer executed the Agreement on the ____ day of _____ 2015 concerning engineering for _____ (hereinafter referred to as the "Project"); and,

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

EXHIBIT "F"

Supplemental Agreement Form

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 _____, 2015.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

EXHIBIT "G"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2014

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 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 The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	CONTACT NAME: PHONE (A/C No. Ext): (713) 552-1900 FAX (A/C No.): (713) 513-5411 E-MAIL ADDRESS: tlanders@risksspecialtygroup.com														
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Continental Casualty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C : Gemini Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D : Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company		INSURER B : Continental Casualty Insurance Co.		INSURER C : Gemini Insurance Company		INSURER D : Texas Mutual Insurance Company		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Gemini Insurance Company															
INSURER D : Texas Mutual Insurance Company															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			5095025836	07/19/2014	07/19/2015	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE	\$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	☐ DED ☒ RETENTION \$10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001273119	07/23/2014	07/23/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit	\$2,000,000
							Aggregate Limit	\$2,000,000

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

Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg, TX 78539	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 <CC>
---	---

SPECIAL MEETING - March 31, 2015

BE IT REMEMBERED, that on this 31st day of March A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA

HIDALGO COUNTY JUDGE

HONORABLE A.C. CUELLAR, JR.

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

HONORABLE JOE M. FLORES

COMMISSIONER, PRECINCT NO. 3

HONORABLE JOSEPH PALACIOS

COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 31, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

The Elsa Head Start Center students and Alicia Pezeda, Director, led the Court and Audience in reciting the Pledge of Allegiance.

The Court proceeded to Item 17.F, 17.A - 17.E, 22.A, 23.B.3, 24.J.1 - 24.J.4, 6.D, 6.A - 6.C, 6.E - 6.G, 19.A - 20.A.

3. Prayer

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 14.E to be pulled for discussion.

5. Open Forum

Martha Sanchez informed the Court and Audience that they will be having a march in honor of Cesar Chavez's Birthday and that working on this day is also honoring his legacy by serving the people. She also wanted to recognize students that traveled from the University of Medicine Wisconsin to serve in the colonias.

Tiffany Solis, Linebarger, Goggan, Blair & Sampson, wanted to inform the public and the Court of the Public Tax Sale Auction to be held at the County Clerk's Records Management Facility on Tuesday, April 7, 2015 at 10:30 a.m.

Opal Billman discussed the ruling made by the 13th Appellate Court regarding her appeal to a ruling previously made by another court on the division of the community property owned by her and the late Mr. Billman.

Luis Pena commented on an accident report involving a Sheriff unit. He stated that with his experience as a Certified Accident Reconstruction Investigator, he does not believe that what the report states is correct.

Ramiro Trevino commented on the Audit Report where the Auditor was not allowed by the current Sheriff to speak with certain persons. He stated that he feels the County will not move on if the wrong doing does not subside.

Norma Salinas, member of LUPE and resident of Pueblo en Palmas in Penitas, mentioned that she participated in a meeting San Juan where the County presented a pilot program to aid certain colonias in the County. She stated she would like to see the program implemented and what is to come.

Maria Champion commented on the rejection from the community regarding the hospital district and how there are other ways of funding Medicaid. She also commented that taxes are high and there is still a lack of infrastructure.

The Court proceeded to Item 8.C. and 8.D.

6. County Judge's Office:

2. **AI-48990** Planning & Engineering (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Planning & Engineering (fund 1200, program 002) in the amount of \$223,992.95 to fund change in funding source for various positions previously approved by Commissioners' Court.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

3. **AI-49038** CO2014 - Pct. 4 (1345)
Approval of 2015 appropriation/interfund of funds in the amount of \$2,403,459.38 to fund various road projects.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

The Court proceeded to Item 24.J.1.

4. **AI-48991** Pct 2 Rd. Maint./Adm. (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 2 Rd. Maintenance (program 006) and Pct 2 Adm. (program 005) in the amount of \$343,237.76 to fund operating expenditures.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

24.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-49105** Requesting approval of Change Order No. 8 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of \$76,940.00 and to extend contract time by 14 days (Substantial Completion May 21, 2015) from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

2. **AI-49072** A. Notice and action on rate increase by HC current energy provider, Reliant, as permitted under the agreement [as reviewed and confirmed thru legal counsel, Hon. V. Garza, Asst. DA, Civil Division-see e-mail contained herein] from \$0.11678 to new rate of \$0.12353 effective March 2015;

Mrs. Salazar explained that the state has imposed a tax rate increase to all jurisdictions. She added that the contract expires in November 2015.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

B. Presentation of scoring grid for the purposes of ranking by Commissioners' Court, the responses received in connection with the Request for Proposals for: **"Professional Energy Consulting Services" - RFP 2015-028-02-11-YZV**

COMPANY	AVERAGE SCORE	RANKED
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On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-49091** Requesting approval to purchase the following vehicles through the County's membership/participation with H-GAC awarded vendor, Caldwell Country Chevrolet (Contract VE11-13) in the total amount of \$115,657.00 which includes a delivery and a one time administration fee.

Qty	Description	Amount
1	2015 Chevrolet 3500HD Silverado 4x4 Crewcab	\$35,298.00
2	2015 Chevrolet 1500 Silvrado Crewcab	\$51,508.00
1	2015 Chevrolet 1500 Silverado Crewcab 4x4 SB	\$28,251.00
	One Time HGAC Administration Fee	\$ 600.00
	TOTAL AMOUNT	\$115,657.00

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

I. **Pct. 3**

1. **AI-49083** Requesting authorization and approval to purchase Five (5) New or Newer 2015 Ford F-150 Extended Cab PU through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of \$100,728.00 which includes delivery and a one time Buyboard fee of \$400.00. (Project #2015-129-OGG)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

The Court proceeded to Item 24.K.

J. **Pct. 4**

1. **AI-49058** A. Acceptance and approval to execute the final form of a Professional Engineering Agreement with **L&G Engineering**, for: **"Job Specific" Project: FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)** within **Hidalgo County Precinct No. 4**, and as (approved by CC for negotiations on CC 03/03/15);

APPROVED

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **\$ 428,840.00**) as submitted by project engineer, **L&G Engineering** for engineering services for: **"Job Specific" Project: FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)** within **Hidalgo County Precinct No. 4**, under agreement# **C-15-110-03-31**.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

Commissioner Joseph Palacios noted that this project is an extension of 10th Street from Monte Cristo to McColl; a partnership with the City of Edinburg, Hidalgo County, and TxDOT.

C. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional engineering services";

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for: **"On Call" "Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** located within **Hidalgo County Precinct No. 4**;

ENGINEERING FIRMS:

Totals	Halff Associates, Inc.	Joyce-Cook, Inc.	R.O. Engineering, PLLC
--------	------------------------	------------------	------------------------

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-110-03-31
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc. d/b/a L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of Environmental Assessment with TxDOT, Public Involvement, Schematic and Hydrologic Design for the FM 1925 Project from 1,500 feet West of 10th Street to McColl Road.**

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 **\$ 428,840.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D-1" – Estimated Project Fee Schedule and Man-hour Breakdown**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

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

Account No. **5-1345-431-00-124-154-0-721**

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

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and shall serve as a Notice to Proceed as per Article 3, Period of Service on the Agreement. This Work Authorization shall terminate **upon completion of scopes of the work authorization**, as identified on **EXHIBIT "C" – Work Schedule**.

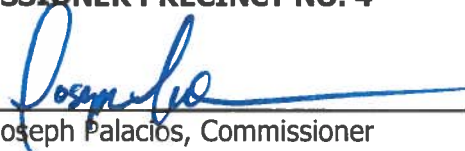
PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Joseph Palacios** as to the content and detail of this **Work Authorization No. 1**.

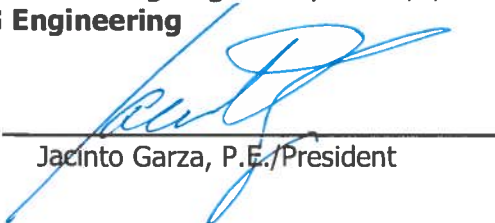
**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4**

By: 
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

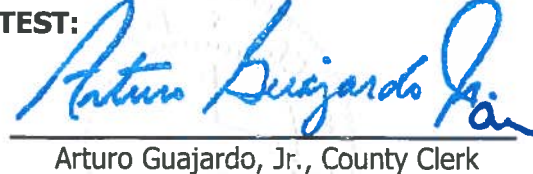
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **March 31, 2015** as indicated below.

THE ENGINEER:
L&G Consulting Engineers, Inc. d/b/a
L&G Engineering

By: 
Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

By: 
Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 3-31-15 Ro

LIST OF EXHIBITS

Location Map

Exhibit A-Services to be provided by Owner

Exhibit B-Services to be provided by Engineer

Exhibit C-Work Schedule

Exhibit D-1-Estimated Project Fee Schedule and Man-hour Breakdown

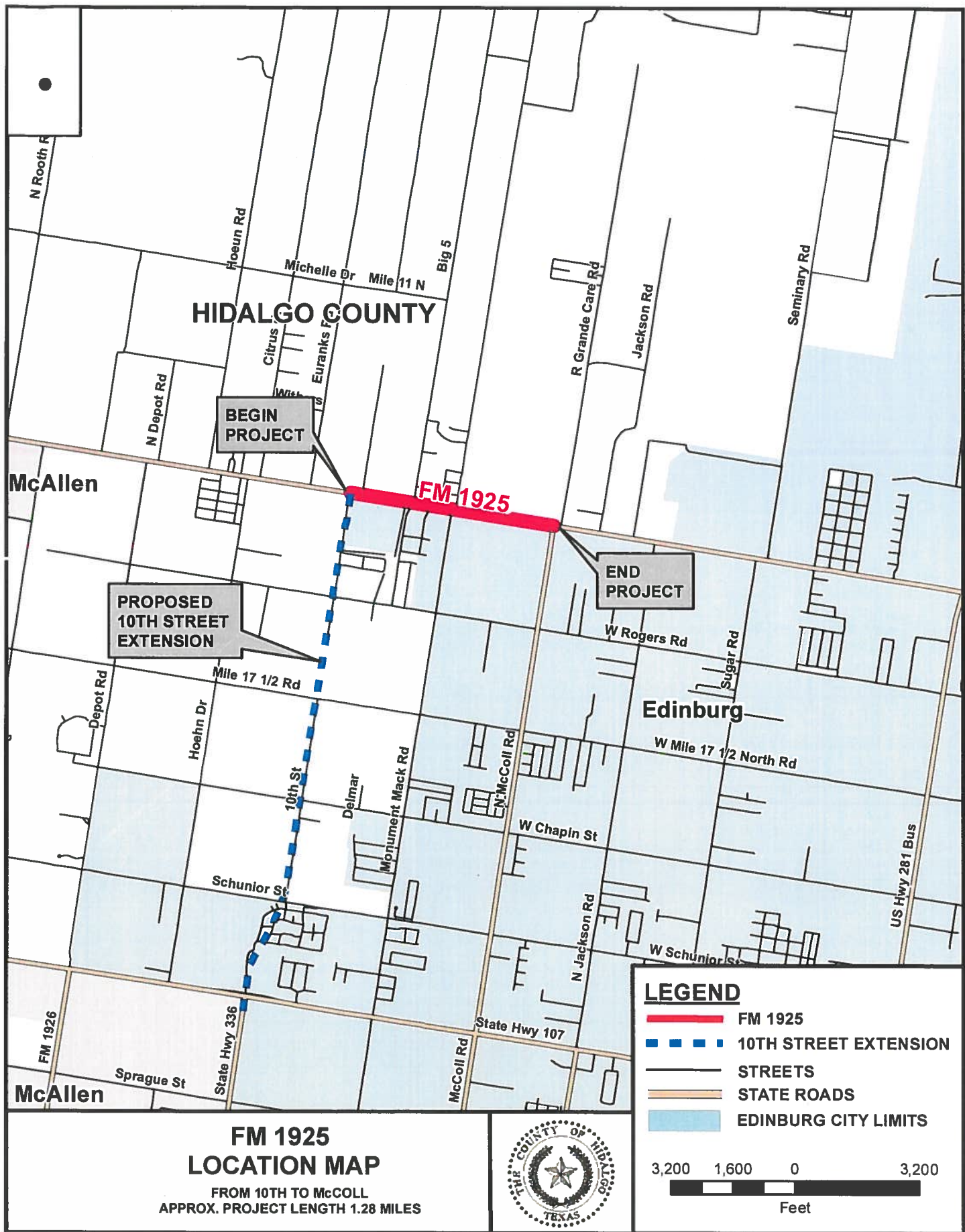


EXHIBIT "A"
Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County will provide 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 I - 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: Professional Engineering Services

LENGTH: 1.28 Miles

HIGHWAY: FM 1925

LIMITS: from 1,500 ft. West of 10th Street to McColl Road

EXISTING FACILITY

PROJECT CLASSIFICATION

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

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

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

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services
Provided By:
ENGINEER COUNTY

<u>YES</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>YES</u>	<u>NO</u>	Preliminary Route Locations on Uncontrolled Mapping <i>The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.</i>
<u>YES</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>YES</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>YES</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>YES</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>YES</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>YES</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>YES</u> | <u>NO</u> | 1. Route Location Studies* |
| <u>N/A</u> | <u>N/A</u> | 2. Level of Service Analysis |
| <u>YES</u> | <u>NO</u> | 3. Traffic Evaluations and Projections |
| <u>YES</u> | <u>NO</u> | 4. Develop Roadway Design Criteria |
| <u>YES</u> | <u>NO</u> | 5. Preliminary Cost Estimates |
| <u>YES</u> | <u>NO</u> | 6. Design Schematic
(See Section 7, page 7-1 for schematic layout requirements) |
| <u>YES</u> | <u>NO</u> | 7. Preliminary Right-of-Way Requirements |
| <u>YES</u> | <u>NO</u> | 8. Design Concept Conference |
| <u>N/A</u> | <u>N/A</u> | 9. Soil Core Hole Drilling |
| <u>N/A</u> | <u>N/A</u> | a. Pavement (See Section 7, page 7-3 for requirements) |
| <u>N/A</u> | <u>N/A</u> | b. Retaining Walls (See Section 10, page 10-1 for requirements) |
| <u>N/A</u> | <u>N/A</u> | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements) |
| <u>N/A</u> | <u>N/A</u> | d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements) |
- * The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services
Provided By:
ENGINEER COUNTY

1. Environmental Reports
All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
 - a. Environmental Assessments
 - (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
 - (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
 - (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
 - b. Environmental Impact Statement
 - (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
 - (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
2. Public Involvement
All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
 - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
 - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
3. Cultural Resources
Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
 - a. Historic Structure Studies
A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
 - b. Archeological Studies
 - (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
 - (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
 - (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

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

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 4. Noise and Air Quality Analyses |
| | | a. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document. |
| <u>YES</u> | <u>NO</u> | b. Air Quality Analysis
An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project. |
| <u>YES</u> | <u>NO</u> | 5. Hazardous Materials
The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process). |
| <u>YES</u> | <u>NO</u> | 6. General Guidelines for Preparation of Environmental Documents |
| | | a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT. |
| | | b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT. |
| | | c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site. |
| | | d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44. |
| | | e. The administratively complete document will be submitted to TxDOT electronically through their FTP site. |
| | | f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV. |
| | | g. Exhibits in the environmental document shall be color copies and text shall be black and white. |

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

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services
Provided By:
ENGINEER COUNTY

- | <u>YES</u> | <u>NO</u> | |
|------------|------------|--|
| <u>YES</u> | <u>NO</u> | |
| | | 1. Geometric Design |
| | | a. Horizontal and Vertical Alignment |
| | | b. Schematic Layout |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps. |
| | | (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. |
| | | (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. |
| | | (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps. |
| | | (5) The tentative ROW limits. |
| | | (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements. |
| | | (b) Provide a graphics file containing the approved schematic. |
| | | (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads. |
| | | (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer). |
| | | (8) The control of access lines if Interstate or designated under House Bill 179. |
| | | (9) Direction of traffic flow on all roadways. |
| | | (10) Location and width of median openings for highway without access control. |
| | | (11) The geometric of speed change (acceleration, deceleration, climbing) lanes. |
| <u>N/A</u> | <u>N/A</u> | 2. General Guidelines for Project Development |
| | | a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout. |
| | | b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE. |
| | | c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout. |
| | | d. Handling of traffic during construction shall be a consideration in the development of preliminary designs. |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|--|
| <u>N/A</u> | <u>N/A</u> | 2. General Guidelines for Project Development (<i>continued</i>) |
| | | <ul style="list-style-type: none"> e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data. f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD. g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission. h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking. |
| <u>N/A</u> | <u>N/A</u> | 3. Exhibit for Airway/Highway Clearance Permits |
| <u>NO</u> | <u>N/A</u> | 4. Grading Design |
| <u>NO</u> | <u>N/A</u> | <ul style="list-style-type: none"> a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate. b. Typical Sections c. Design Cross Sections d. Determine Cut and Fill Quantities e. Slope Stability Analysis f. Embankment Foundation Stability Analysis g. Embankment Settlement Analysis |
| <u>NO</u> | <u>N/A</u> | 5. Pavement Design |
| <u>NO</u> | <u>N/A</u> | <ul style="list-style-type: none"> a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose. b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission. c. Embankment and Subgrade <ul style="list-style-type: none"> (1) Soil Core Holes (Show cost estimate with Function Code 110) <ul style="list-style-type: none"> (a) Along center line (b) Along center line of each roadway <p>The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)</p> |
| <u>N/A</u> | <u>N/A</u> | |
| <u>N/A</u> | <u>N/A</u> | |

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

Services
Provided By:
ENGINEER COUNTY

- | | | |
|-----------|------------|--|
| <u>NO</u> | <u>N/A</u> | 5. Pavement Design (<i>continued</i>) |
| | | c. Embankment and Subgrade (<i>continued</i>) |
| | | (2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| <u>NO</u> | <u>N/A</u> | d. Traffic Data for Pavement Design by STATE |
| <u>NO</u> | <u>N/A</u> | e. Basic Design Criteria |
| <u>NO</u> | <u>N/A</u> | f. Life Cycle Cost Analysis(es) |
| <u>NO</u> | <u>N/A</u> | g. Cost Data |
| <u>NO</u> | <u>N/A</u> | h. Pavement Material Properties |
| <u>NO</u> | <u>N/A</u> | i. Rehabilitation Investigations |
| <u>NO</u> | <u>N/A</u> | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT. |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE

(Function Code 161)

Services
Provided By:
ENGINEER COUNTY

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

<u>YES</u>	<u>NO</u>	
		1. Hydrologic Map
		a. Hydrologic data/discharge determination for outfalls
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
<u>N/A</u>	<u>N/A</u>	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
<u>N/A</u>	<u>N/A</u>	(2) Storm water detention required outside the ROW (as per HCDD#1)
<u>N/A</u>	<u>N/A</u>	(3) Culverts
<u>N/A</u>	<u>N/A</u>	(4) Bridge waterways
<u>N/A</u>	<u>N/A</u>	(5) Channels
<u>N/A</u>	<u>N/A</u>	(6) Storm sewers/inlets
<u>N/A</u>	<u>N/A</u>	(7) Pump stations
<u>N/A</u>	<u>N/A</u>	(8) Storm Water Management facilities
<u>N/A</u>	<u>N/A</u>	(9) Other
		(a) Irrigation Canals/Siphons
<u>N/A</u>	<u>N/A</u>	b. Hydraulic report(s)
<u>N/A</u>	<u>N/A</u>	c. Federal Emergency Management Agency (FEMA) floodway requirements
<u>N/A</u>	<u>N/A</u>	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
<u>N/A</u>	<u>N/A</u>	(1) New culverts
<u>N/A</u>	<u>N/A</u>	(2) Culvert widening and/or lengthening
<u>N/A</u>	<u>N/A</u>	(3) Culvert replacements
		b. Storm sewers
<u>N/A</u>	<u>N/A</u>	(1) New storm sewers
<u>N/A</u>	<u>N/A</u>	(2) Modify existing storm sewers
<u>N/A</u>	<u>N/A</u>	(3) Inlets
<u>N/A</u>	<u>N/A</u>	(4) Manholes
<u>N/A</u>	<u>N/A</u>	(5) Trunk lines
		c. Pump stations
<u>N/A</u>	<u>N/A</u>	d. Subsurface drainage at retaining walls
<u>N/A</u>	<u>N/A</u>	e. Outfall channel(s) within the ROW
<u>N/A</u>	<u>N/A</u>	f. Outfall channel(s) outside the ROW
<u>N/A</u>	<u>N/A</u>	g. Detention Pond(s) within the ROW
<u>N/A</u>	<u>N/A</u>	h. Detention Pond(s) outside the ROW
<u>N/A</u>	<u>N/A</u>	i. Summary of Quantities
<u>N/A</u>	<u>N/A</u>	j. Storm Water Management facilities
<u>N/A</u>	<u>N/A</u>	4. Storm Water Pollution Prevention Plan (SW3P)
<u>N/A</u>	<u>N/A</u>	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 14 - 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>
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes 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" - PROJECT WORK SCHEDULE

FM 1925 (Monte Cristo Rd)
From 10th Street To McColl Rd
Length = 1.28 miles

TASK AND DESCRIPTION	FIRM	2015												2016											
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
<u>Phase I: EA, Public Involvement, Schematic and Hydrologic Map</u>																									
Public Involvement																									
Develop Alternatives & Matrix	L&G																								
Advertise & Conduct Public Meeting	L&G																								
Select TPA	L&G																								
Schematic and Hydrolcic Map																									
Develop Schematic	L&G																								
Hydrologic Map	L&G																								
TxDOT Review & Revisions	TxDOT																								
TxDOT Schematic Approval	TxDOT																								
Environmental Document																									
Field Work and Develop Technical Reports	L&G																								
Process Technical Reports	TxDOT																								
Administratively Complete Document	TxDOT																								
Afford an Opportunity for Public Hearing	TxDOT																								
Environmental Decision	TxDOT																								

 L&G FUNCTION
 ENVIRONMENTAL ASSESSMENT WORK
 TXDOT FUNCTION

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

FM 1925 PROJECT
From 10th Street to McColl Road

	MANHOURS														TOTAL HOURS	Sub-Contract Amounts / ROW COST	ROUNDED TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Design Engineer	ROW Administrator	EIT	Environment al Scientist /Specialist	Senior Engineer Tech	Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	Biologist				
CONTRACT RATE	215.40	167.89	136.21	123.54	114.04	107.70	82.36	79.19	79.19	76.02	66.52	57.02	50.68				
WORK AUTHORIZATION NO. 1																	
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN																	
1 Environmental Assessment with TxDOT (CE Less than 30 Acres)	60		250					200			245	100	201	1056		\$ 95,000.00	
2 Public Involvement for Environmental Assessment and 1 Public Meeting	30		35	39		10		28.25			41.25	17	38	238.5		\$ 25,000.00	
3 Archeological and Historical Research - Ama Terra (SUB) (see Exh. D-1, page 2 & 3 of 3)														0	\$ 25,105.40	\$	
4 Coordination of Archeological and Historical Research - L&G	1		12	6				12			5.5	4	15			\$ 4,895.00	
5 Engineering Technical Support at Public Meetings with Layouts, etc.	25		44	31		30					44.75	24	24	222.75		\$ 24,000.00	
6 Schematic	18	20		46	77		52		48.25	64.25	939.75	11.25		1276.5		\$ 97,840.00	
7 Hydrological Map	14	24	8	65	32		37.75	16		81	163.75	8	6	455.5		\$ 42,000.00	
8 Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	10	11		31	49		29.25			20	49	6	1	206.25		\$ 21,000.00	
9 Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	10	18		17	19	9	17.25		18	28	35	5		176.25		\$ 18,000.00	
Update Schematic based on Field Surveys and ROW Map as provided by the																	
10 City of Edinburg and comments by TxDOT/County for Schematic/EA update w/FHWA	24	24		36	60		44		17	61	109	29		404		\$ 39,000.00	
11 Engineering Technical Support at Public Hearing with Layouts, etc.	8	7	8	12		11	14.25	11		14	16	9	13	123.25		\$ 12,000.00	
12 Public Involvement for 1 Public Hearing	21	17	18	18		19	18.25	22		29	37	32	23	254.25		\$ 25,000.00	
SUB-TOTAL	221	121	375	301	237	79	212.75	289.25	83.25	297.25	1686	245.25	321	4413.25	\$ 25,105.40	\$ 403,735.00	

Subtotal Manhour Fee with Sub-Consultant Costs:	\$ 428,846.03
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* Total Project Fee:	\$ 428,840.00
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*Rounded Figure

EXHIBIT "D-1" - FEE SCHEDULE
 CULTURAL RESOURCE INVESTIGATIONS
 FM 1925: FROM 10TH STREET TO FM 2061
 HIDALGO COUNTY, TEXAS



Schedule of Values	
FM 1925: 10th Street to FM 2061	
TASK	
1: Historical and Archeological Project Coordination Request/Draft NEPA Text	\$ 3,912.40
2: Historic Resources Research Design, Reconnaissance Survey and Report	\$ 9,547.00
3: Archeological Survey and Report	\$ 11,646.00
TOTAL	\$ 25,105.40

Cost Breakdown: Task 1								
LABOR	Historical PCR	Archeological PCR		Admin	Total	Units	Unit Price	Cost
Principal				1	1	hrs	\$ 216.00	\$ 216.00
Senior Archeologist		4			4	hrs	\$ 128.00	\$ 512.00
Archeologist III					0	hrs	\$ 73.00	\$ -
Archeologist II		12			12	hrs	\$ 68.00	\$ 816.00
Archeologist I					0	hrs	\$ 58.00	\$ -
Historical Architect	4				4	hrs	\$ 133.00	\$ 532.00
Architectural Historian					0	hrs	\$ 96.00	\$ -
Historian	12				12	hrs	\$ 82.00	\$ 984.00
GIS Specialist	4	4			8	hrs	\$ 80.00	\$ 640.00
Administrative Asst				2	2	hrs	\$ 88.00	\$ 176.00
TOTAL LABOR								\$ 3,876.00
EXPENSES	Historical PCR	Archeological Background		Admin	Total	Units	Unit Price	Cost
Copies, b/w	20	20		24	64	each	\$ 0.10	\$ 6.40
Copies, color	10	20			30	each	\$ 1.00	\$ 30.00
TOTAL EXPENSES								\$ 36.40
TOTAL TASK 1								\$ 3,912.40

**EXHIBIT "D-1" - FEE SCHEDULE
CULTURAL RESOURCE INVESTIGATIONS
FM 1925: FROM 10TH STREET TO FM 2061
HIDALGO COUNTY, TEXAS**

Cost Breakdown: Task 2								
LABOR	Research Design	Field Survey	Survey Report	Admin	Total	Units	Unit Price	Cost
Principal				1	1	hour	\$ 206.00	\$ 206.00
Historical Architect	2		2		4	hour	\$ 124.00	\$ 496.00
Architectural Historian	24	12	28		64	hour	\$ 103.00	\$ 6,592.00
Historian			16		16	hrs	\$ 82.00	\$ 1,312.00
GIS Specialist			4		4	hour	\$ 74.00	\$ 296.00
Administrative Asst				2	2	hour	\$ 80.00	\$ 160.00
TOTAL LABOR								\$ 9,062.00
EXPENSES	Research Design	Field Survey	Survey Report	Admin	Total	Units	Unit Price	Cost
Air fare		1			1	r/t	\$ 400.00	\$ 400.00
Rental car		1			1	day	\$ 70.00	\$ 70.00
Fuel for rental car					0	gallon	\$ 3.25	\$ -
Lodging and taxes					0	night	\$ 100.00	\$ -
Meal Allowance					0	day	\$ 46.00	\$ -
Copies, b/w			30	20	50	each	\$ 0.10	\$ 5.00
Copies, color			10		10	each	\$ 1.00	\$ 10.00
TOTAL EXPENSES								\$ 485.00
TOTAL TASK 2								\$ 9,547.00

Cost Breakdown: Task 3								
LABOR	Permit Application	Field Survey	Draft Report	Final Report	Total	Units	Unit Price	Cost
Principal				1	1	hour	\$ 216.00	\$ 216.00
Senior Archeologist	4		10	2	16	hour	\$ 128.00	\$ 2,048.00
Archeologist III					0	hour	\$ 73.00	\$ -
Archeologist II	1	24	28	4	57	hour	\$ 68.00	\$ 3,876.00
Archeologist I	4	24	8		36	hour	\$ 58.00	\$ 2,088.00
GIS Specialist	1		8		9	hour	\$ 80.00	\$ 720.00
Administrative Asst			6	4	10	hour	\$ 88.00	\$ 880.00
TOTAL LABOR								\$ 9,828.00
EXPENSES	Permit Application	Field Survey	Draft Report	Final Report	Total	Units	Unit Price	Cost
Curation				0.25	0.25	drawer	\$ 1,300.00	\$ 325.00
Lodging and taxes		4			4	night	\$ 100.00	\$ 400.00
Meal Allowance		6			6	day	\$ 46.00	\$ 276.00
Shipping				1	1	each	\$ 15.00	\$ 15.00
Mileage		700			700	mile	\$ 0.565	\$ 395.50
Copies, b/w	20	50	300	300	670	each	\$ 0.550	\$ 368.50
Copies, color	20	10	150	200	380	each	\$ 0.10	\$ 38.00
TOTAL EXPENSES								\$ 1,818.00
TOTAL TASK 3								\$ 11,646.00
Mileage	Austin-Edinburg		300					
	On-project miles		100					
	Edinburg-Austin		300					
			700 miles					

SPECIAL MEETING - March 31, 2015

BE IT REMEMBERED, that on this 31st day of March A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA

HIDALGO COUNTY JUDGE

HONORABLE A.C. CUELLAR, JR.

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

HONORABLE JOE M. FLORES

COMMISSIONER, PRECINCT NO. 3

HONORABLE JOSEPH PALACIOS

COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 31, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

The Elsa Head Start Center students and Alicia Pezeda, Director, led the Court and Audience in reciting the Pledge of Allegiance.

The Court proceeded to Item 17.F, 17.A - 17.E, 22.A, 23.B.3, 24.J.1 - 24.J.4, 6.D, 6.A - 6.C, 6.E - 6.G, 19.A - 20.A.

3. Prayer

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 14.E to be pulled for discussion.

5. Open Forum

Martha Sanchez informed the Court and Audience that they will be having a march in honor of Cesar Chavez's Birthday and that working on this day is also honoring his legacy by serving the people. She also wanted to recognize students that traveled from the University of Medicine Wisconsin to serve in the colonias.

Tiffany Solis, Linebarger, Goggan, Blair & Sampson, wanted to inform the public and the Court of the Public Tax Sale Auction to be held at the County Clerk's Records Management Facility on Tuesday, April 7, 2015 at 10:30 a.m.

Opal Billman discussed the ruling made by the 13th Appellate Court regarding her appeal to a ruling previously made by another court on the division of the community property owned by her and the late Mr. Billman.

Luis Pena commented on an accident report involving a Sheriff unit. He stated that with his experience as a Certified Accident Reconstruction Investigator, he does not believe that what the report states is correct.

Ramiro Trevino commented on the Audit Report where the Auditor was not allowed by the current Sheriff to speak with certain persons. He stated that he feels the County will not move on if the wrong doing does not subside.

Norma Salinas, member of LUPE and resident of Pueblo en Palmas in Penitas, mentioned that she participated in a meeting San Juan where the County presented a pilot program to aid certain colonias in the County. She stated she would like to see the program implemented and what is to come.

Maria Champion commented on the rejection from the community regarding the hospital district and how there are other ways of funding Medicaid. She also commented that taxes are high and there is still a lack of infrastructure.

The Court proceeded to Item 8.C. and 8.D.

6. County Judge's Office:

2. **AI-48990** Planning & Engineering (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Planning & Engineering (fund 1200, program 002) in the amount of \$223,992.95 to fund change in funding source for various positions previously approved by Commissioners' Court.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

3. **AI-49038** CO2014 - Pct. 4 (1345)
Approval of 2015 appropriation/interfund of funds in the amount of \$2,403,459.38 to fund various road projects.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

The Court proceeded to Item 24.J.1.

4. **AI-48991** Pct 2 Rd. Maint./Adm. (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 2 Rd. Maintenance (program 006) and Pct 2 Adm. (program 005) in the amount of \$343,237.76 to fund operating expenditures.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

24.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-49105** Requesting approval of Change Order No. 8 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of \$76,940.00 and to extend contract time by 14 days (Substantial Completion May 21, 2015) from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

2. **AI-49072** A. Notice and action on rate increase by HC current energy provider, Reliant, as permitted under the agreement [as reviewed and confirmed thru legal counsel, Hon. V. Garza, Asst. DA, Civil Division-see e-mail contained herein] from \$0.11678 to new rate of \$0.12353 effective March 2015;

Mrs. Salazar explained that the state has imposed a tax rate increase to all jurisdictions. She added that the contract expires in November 2015.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

B. Presentation of scoring grid for the purposes of ranking by Commissioners' Court, the responses received in connection with the Request for Proposals for: **"Professional Energy Consulting Services"** - RFP 2015-028-02-11-YZV

COMPANY	AVERAGE SCORE	RANKED
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On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-49091** Requesting approval to purchase the following vehicles through the County's membership/participation with H-GAC awarded vendor, Caldwell Country Chevrolet (Contract VE11-13) in the total amount of \$115,657.00 which includes a delivery and a one time administration fee.

Qty	Description	Amount
1	2015 Chevrolet 3500HD Silverado 4x4 Crewcab	\$35,298.00
2	2015 Chevrolet 1500 Silvrado Crewcab	\$51,508.00
1	2015 Chevrolet 1500 Silverado Crewcab 4x4 SB	\$28,251.00
	One Time HGAC Administration Fee	\$ 600.00
	TOTAL AMOUNT	\$115,657.00

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

I. **Pct. 3**

1. **AI-49083** Requesting authorization and approval to purchase Five (5) New or Newer 2015 Ford F-150 Extended Cab PU through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of \$100,728.00 which includes delivery and a one time Buyboard fee of \$400.00. (Project #2015-129-OGG)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

The Court proceeded to Item 24.K.

J. **Pct. 4**

1. **AI-49058** A. Acceptance and approval to execute the final form of a Professional Engineering Agreement with **L&G Engineering**, for: "**Job Specific**" Project: **FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)** within **Hidalgo County Precinct No. 4**, and as (approved by CC for negotiations on CC 03/03/15);

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

APPROVED

B. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **\$ 428,840.00**) as submitted by project engineer, **L&G Engineering** for engineering services for: "**Job Specific**" Project: **FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)** within **Hidalgo County Precinct No. 4**, under agreement# **C-15-110-03-31**.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

Commissioner Joseph Palacios noted that this project is an extension of 10th Street from Monte Cristo to McColl; a partnership with the City of Edinburg, Hidalgo County, and TxDOT.

C. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional engineering services";

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to Professional Engineering Services for: "**On Call**" "**Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings**" located within **Hidalgo County Precinct No. 4**;

ENGINEERING FIRMS:

Totals	Halff Associates, Inc.	Joyce-Cook, Inc.	R.O. Engineering, PLLC
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HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-110-03-31
Work Authorization Form

FILED	
AT <u>3:00</u>	O'CLOCK <u>P</u> M
SEP 04 2018	
ARTURO GUJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY <u>[Signature]</u>	DEPUTY

WORK AUTHORIZATION NO. 2

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, **L & G Consulting Engineers, Inc. d/b/a L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide the ROW Map, Schematic, PS&E and Consultant Const. Management services needed for the FM 1925 Project (from 1,500 ft. West of 10th Street to McColl Road).

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 **\$1,531,580.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D" Fee Schedule.**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 5 & 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. 2018 COs

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

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4**

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 21, 2018 as indicated below.

**THE ENGINEER:
L&G ENGINEERING**

By: Jacinto Garza, P.E.
President

**THE OWNER:
HIDALGO COUNTY**

Ramon Garcia
By: Ramon Garcia,
County Judge

ATTEST:

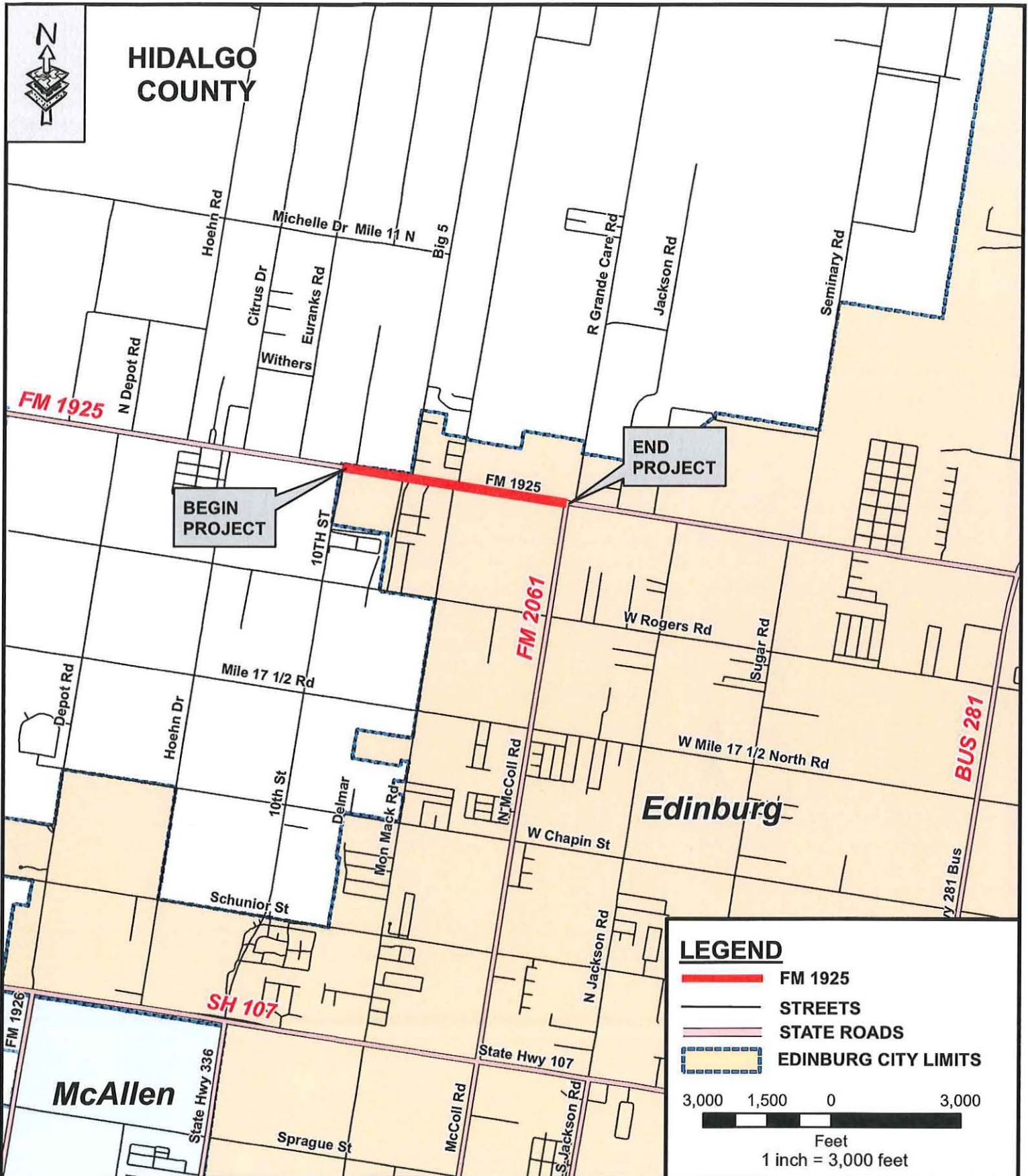
Arturo Guajardo Jr.
By: Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 8/21/18

LIST OF ATTACHMENTS

- Exhibit A – Services to be Provided by the Owner
- Exhibit B – Services to be Provided by the Engineer
- Exhibit C – Work Schedule
- Exhibit D-1 – Man hour Breakdown



FM 1925 (MONTE CRISTO) **LOCATION MAP**

FROM 10TH ST TO FM 2061 (MCCOLL RD)
 APPROX. PROJECT LENGTH 1.28 MILES

FIGURE



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 PS&E for the necessary improvements to FM 1925 located within the City of Edinburg, from 1,500 ft. West of 10th Street to McColl Road in Hidalgo County 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

CONTROL: _____

PROJECT/DESCRIPTION: ROW Map, Schematic, PS&E & Construction Mgmt.

LENGTH: 1.28 Miles

HIGHWAY: FM 1925

LIMITS: From 1500' West of 10th St to McColl Road

PROJECT CLASSIFICATION

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

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services
Provided By:
SURVEYOR LPA

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the LPA.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:

For purposes of this Contract, the following definitions shall apply:

- 2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
- 2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
- 2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
- 2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
- 2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
- 2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
- 2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
- 2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
- 2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
- 2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

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

Services
Provided By:
SURVEYOR LPA

- 2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*
- 2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

YES NO

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

- 3.1.1. Any and all interests of public record held in the land to be acquired.
- 3.1.2. The total record holdings of an owner contiguous to land to be acquired from that owner.
- 3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)
- 3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.
- 3.1.5. All called monuments, bearings, and distances as per recorded information.
- 3.1.6. Preliminary Parcel numbering system.
- 3.1.7. Any and all utilities (permitted or of record)
- 3.1.8. Reference Sample provided.

YES NO

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

- 3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
SURVEYOR LPA
YES NO

3.2 *Right-of-Way Map Continued (continued)*

- 3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
- 3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
- 3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
- 3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
- 3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
- 3.2.8. County lines and city limit lines shall be located and identified by name.
- 3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
- 3.2.10. Monumentation set or found shall be shown and described as to material and size.
- 3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
- 3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
- 3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
- 3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
- 3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
- 3.2.16. Building lines or set-back lines shall be shown and identified.
- 3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
- 3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
- 3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
- 3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

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

Services
Provided By:
SURVEYOR LPA
YES NO

3.2 *Right-of-Way Map Continued (continued)*

- 3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.
- 3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
- 3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.
- 3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.
- 3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.
- 3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.
- 3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.
- 3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.
- 3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:
- a. Month(s) and year abstracting upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year the map was completed by the SURVEYOR.
- 3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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

Services
Provided By:
SURVEYOR LPA

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES

NO

3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

- a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
- b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
- c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.

The property description shall continue with a metes and bounds description which shall include as a minimum:

- d. A point of commencing.
- e. A point of beginning with the appropriate N and E surface coordinates.
- f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.

- g. A description of all monumentation set or found shall include, as a minimum, size and material.
- h. A reference to the source of bearings, coordinates, and datum used.

YES

NO

3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
SURVEYOR LPA

4. DELIVERABLES:

In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):

<u>YES</u>	<u>NO</u>	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
<u>YES</u>	<u>NO</u>	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3. <u>ROW Map Submittal Requirements:</u> 4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17") 4.2.2. One (1) paper set of the full-size ROW maps (22"x 34") 4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). <i>Do not include traverse sheet.</i> 4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD. <u>IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:</u> 4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the <u>revision</u> 4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the <u>revision</u> 4.2.7. Four (4) sets of any <u>revised</u> original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). <i>Do not include traverse sheet.</i> 4.2.8. Division needs one (1) electronic copy of the <u>revised</u> ROW Map sheets on a CD, and 4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor- detailing the <u>revision</u> -Both the electronic copy of the <u>revised</u> ROW Map sheets and the DGN file can be on one CD.
<u>YES</u>	<u>NO</u>	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
<u>YES</u>	<u>NO</u>	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
<u>YES</u>	<u>NO</u>	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
<u>YES</u>	<u>NO</u>	4.6. Records used to establish ownership.
<u>YES</u>	<u>NO</u>	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
<u>YES</u>	<u>NO</u>	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
<u>YES</u>	<u>NO</u>	4.9. Items indicated under the Automation Requirements Section 6.
<u>YES</u>	<u>NO</u>	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

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

Services
Provided By:
SURVEYOR LPA

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

YES

NO

- 5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.
- 5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:
 - 5.2.1. In (List Applicable Counties): Hidalgo Counties (4205 Zone), grid coordinates are multiplied by a combined adjustment factor of 1.00004 to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.
- 5.3. Line and curve tables may be used when necessary.
- 5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.
- 5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

YES

NO

- 0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.
- 0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.
- 0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.
- 0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.
- 0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.
- 0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.
- 0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

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

Services
Provided By:
SURVEYOR LPA

YES

NO

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

- 7.1. Completed right-of-way maps shall be submitted to the ENGINEER, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.
- 7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.
- 7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.
- 7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.
- 7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.
- 7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).
- 7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.
- 7.8. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the LPA, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

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

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

Signature Date

Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.)

MAP:

General

- ___ All documents have been proofread and are accurate.
- ___ Title Commitments for each individual parcel.
- ___ Graphics files compatible with Micro station and Word software are provided.
- ___ Photos of proposed ROW staking included.
- ___ Field notes and Parcel Plats are numbered continuous.
- ___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

- ___ Title and description of project including county, limits, etc....
- ___ Vicinity map with beginning and ending station
- ___ Equations and Exceptions
- ___ Index
- ___ Legend
- ___ Title block completely filled out with Construction and R.O.W. CSJs'
- ___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

- ___ Sheet size 34" X 22"
- ___ Text legible when reduced to half-scale.
- ___ Title block completely filled out with R.O.W. CSJ
- ___ Matchlines
- ___ Project layout sheet
- ___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

- ___ R.O.W. lines
- ___ Whole property or whole property inset
- ___ Roadways
- ___ Survey, county, and city limit lines shown and labeled
- ___ Improvements shown and labeled (*see below*)
- ___ Monumentation i.e. P.C., P.T., Break Points
- ___ North arrow
- ___ Scale
- ___ Property lines

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

- ☐ Property descriptions i.e., lot, block, tract, subdivision, etc...
- ☐ Identify existing and proposed access denial locations (*if applicable*)

Proposed information:

- ☐ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
- ☐ Survey and R.O.W. lines
- ☐ Basis of bearings
- ☐ Parcel bearings and distances correspond with traverse sheet
- ☐ Outside ties (P.O.C.) corresponds with field notes
- ☐ Point of beginning (P.O.B.) established on proposed R.O.W. line
- ☐ Parcel tied to baseline
- ☐ Baseline information shown i.e. Stationing, bearings, curve data, etc...
- ☐ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
- ☐ Math checked on remainder

Improvements:

- ☐ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
- ☐ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:

- ☐ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
- ☐ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading

- ☐ County
- ☐ Highway
- ☐ Parcel number
- ☐ R.O.W. CSJ
- ☐ Construction CSJ

General Description or "preamble"

- ☐ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:

- ☐ Size of parent tract
- ☐ Survey data or lot, block, and subdivision
- ☐ Name of last recorded seller and buyer
- ☐ Date, volume and page or document number of last recorded conveyance
- ☐ Records and county of last recorded conveyance

Beginning Description

- ☐ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
- ☐ Point of beginning is on proposed R.O.W. line

Particular Description

- ☐ Traverse calls are clockwise sequence
- ☐ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
- ☐ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
- ☐ Calls are numbered
- ☐ Denial of access shall be described from beginning to end (*if applicable*)

Closing Description

- ☐ Last call leads back to P.O.B.
- ☐ Restates area of parcel

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

- ☐ Establishes taking in existing road R.O.W. if applicable
- ☐ Legal description is referenced to Plat
- ☐ Sealed and signed
- ☐ Include an access clause whether access is permitted or denied (*if applicable*)

PARCEL SKETCH:

- ☐ Shows P.O.B. and P.O.C.
- ☐ All data corresponds exactly with Map and Field Notes
- ☐ Sheet size is no larger than 8 1/2" x 11"
- ☐ Plat closely matches example provided
- ☐ Plat referenced to legal description
- ☐ Sealed and signed
- ☐ Include an access clause whether access is permitted or denied (*if applicable*)
- ☐ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

- ☐ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
- ☐ Computations show area that is existing road R.O.W. if applicable
- ☐ Traverse calls are in clockwise sequence
- ☐ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

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

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services
Provided By:
SURVEYOR LPA

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

- | | |
|----------------------------------|--|
| <p><u>YES</u> <u>NO</u></p> | <p>1. Design Surveying</p> <p>a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points</p> <p>NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960</p> |
| <p><u>YES</u> <u>NO</u></p> | <p>b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines</p> |
| <p><u>YES</u> <u>NO</u></p> | <p>(6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets</p> |

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

Services
Provided By:
SURVEYOR LPA

YES NO

c. Other Design Surveying

- (1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.**
- (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
- (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
- (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
- (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
- (6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.
- (7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).
- (8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
- (9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

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

Services
 Provided By:
SURVEYOR LPA

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | (11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified. |
| | | (12) Driveways and Turnouts |
| | | (a) Inventory commercial entrances, public roads and side streets separately. |
| | | (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. |
| | | (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. |
| | | (d) Obtain width at R.O.W. line. |
| | | (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| <u>YES</u> | <u>NO</u> | (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map) |
| <u>NO</u> | <u>NO</u> | (14) Soil core hole staking at bridge class structures. |
| <u>NO</u> | <u>NO</u> | (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc. |
| <u>YES</u> | <u>NO</u> | (16) Profiles of existing drainage facilities. |
| <u>NO</u> | <u>NO</u> | (17) Measurement of hydraulic opening under existing bridges. |
| <u>YES</u> | <u>NO</u> | (18) Obtain elevations of manholes and valves of utilities |
| <u>YES</u> | <u>NO</u> | (19) Provide temporary signs, traffic control, flags, safety equipment, etc. |
| <u>NO</u> | <u>NO</u> | (20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction. |
| <u>NO</u> | <u>NO</u> | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| <u>YES</u> | <u>NO</u> | (22) Inventory signs, mailboxes, and driveways |
| <u>NO</u> | <u>NO</u> | (23) Locate wetlands. |
| <u>YES</u> | <u>NO</u> | (24) Locate existing right-of-ways. |

d. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

- | | | |
|-----------|-----------|--|
| <u>NO</u> | <u>NO</u> | (1) Stake existing and/or proposed right-of-ways. |
| <u>NO</u> | <u>NO</u> | (2) Stake existing and/or proposed baseline/centerline. |
| <u>NO</u> | <u>NO</u> | (3) Stake proposed bridge structures. |
| <u>NO</u> | <u>NO</u> | (4) Stake proposed drainage structures, such as manholes, culverts, etc. |
| <u>NO</u> | <u>NO</u> | (5) Set grade stakes. |
| <u>NO</u> | <u>NO</u> | (6) Recover and check existing control points. |
| <u>NO</u> | <u>NO</u> | (7) Establish additional control points. |
| <u>NO</u> | <u>NO</u> | (8) Check elevations and locations of structures. |
| <u>NO</u> | <u>NO</u> | (9) Determine and resolve conflicts associated with survey data. |

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

Services
Provided By:
SURVEYOR LPA

- | | | |
|--|-----------|--|
| <u>NO</u> | <u>NO</u> | <p>2. Photogrammetric Products</p> <p>a. Uncontrolled Photography</p> <ul style="list-style-type: none">(1) Contact Prints(2) Mosaics(3) Digital ortho plots <p>b. Mapping</p> <ul style="list-style-type: none">(1) Planimetric Maps(2) Contour Maps(3) Cross Sections(4) Profiles(5) Digital Terrain Models (DTM) |
| <p>3. <u>UTILITY SUBSURFACE INVESTIGATION:</u>
<u>Utility Quality Levels</u> are in cumulative order (least to greatest) as follows</p> | | |
| <u>NO</u> | <u>NO</u> | <p>3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.</p> |
| <u>NO</u> | <u>NO</u> | <p>3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.</p> |
| <u>YES</u> | <u>NO</u> | <p>3.3. <u>Subsurface Utility Locate (Test Hole) Service (Quality Level A).</u> THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER. Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:</p> <p>3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.</p> |

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

Services
Provided By:
SURVEYOR LPA

3. *Utility Subsurface (continued)*

- 3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - Elevation of existing grade over utility at test hole location.
 - Horizontal location referenced to project coordinate datum.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility facility material(s).
 - Utility facility condition.
 - Coating/Wrapping information and condition.
 - Unusual circumstances or field conditions.
- 3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
- 3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- 3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.
- 3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. **DELIVERABLES:**

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER. |
| <u>YES</u> | <u>NO</u> | 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys. |
| <u>YES</u> | <u>NO</u> | 4.3. Computer printouts or other tabulations summarizing the results of field surveys. |
| <u>YES</u> | <u>NO</u> | 4.4. Digital files or media acceptable by the ENGINEER containing field survey data. |
| <u>YES</u> | <u>NO</u> | 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey. |
| <u>YES</u> | <u>NO</u> | 4.6. Field survey notes, as electronic and/or hard copies. |
| <u>YES</u> | <u>NO</u> | 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor. |

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

Services
Provided By:
SURVEYOR LPA

4. *Deliverables (continued)*

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines. |
| <u>YES</u> | <u>NO</u> | 4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder. |
| <u>YES</u> | <u>NO</u> | 4.10. Survey reports in a format requested by the ENGINEER. |
| <u>YES</u> | <u>NO</u> | 4.11. Items indicated under the Automation Requirements Section 6. |

5. **GENERAL REQUIREMENTS:**

- 5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.
- 5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
- 5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- 5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
- 5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- 5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
 - Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
 - Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
 - Bridges and other roadway structures: less than 0.1 of one foot.
 - Utilities and improvements: less than 0.2 of one foot.
 - Cross-sections and profiles: less than 1 foot.
 - Bore holes: less than 3 feet.
 - Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
 - Bridges and other roadway structures: less than 0.02 of one foot.
 - Utilities and improvements: less than 0.1 of one foot.
 - Cross-sections and profiles: less than 0.2 of one foot.
 - Bore holes: less than 0.5 of one foot.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
SURVEYOR LPA

5. **AUTOMATION REQUIREMENTS:**

- 6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.
- 6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.
- 6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. **TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. **INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. **EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. **MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. **PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. **OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

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

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services
Provided By:
ENGINEER LPA

YES
NO

NO
NO

1. Geometric Design
 - a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
 - b. Schematic Layout
 - (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
 - (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
 - (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
 - (5) The tentative ROW limits.
 - (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
 - (b) Provide a graphics file containing the approved schematic.
 - (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
 - (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
 - (8) The control of access lines if Interstate or designated under House Bill 179.
 - (9) Direction of traffic flow on all roadways.
 - (10) Location and width of median openings for highway without access control.
 - (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
2. General Guidelines for Project Development
 - a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
 - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
 - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
 - d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

YES

NO

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER LPA

<u>YES</u>	<u>NO</u>	2. General Guidelines for Project Development (<i>continued</i>)
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.
<u>NO</u>	<u>NO</u>	3. Exhibit for Airway/Highway Clearance Permits
<u>YES</u>	<u>NO</u>	4. Grading Design
		a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
<u>YES</u>	<u>NO</u>	b. Typical Sections
<u>YES</u>	<u>NO</u>	c. Design Cross Sections
<u>YES</u>	<u>NO</u>	d. Determine Cut and Fill Quantities
<u>NO</u>	<u>NO</u>	e. Slope Stability Analysis
<u>NO</u>	<u>NO</u>	f. Embankment Foundation Stability Analysis
<u>NO</u>	<u>NO</u>	g. Embankment Settlement Analysis
<u>NO</u>	<u>NO</u>	5. Pavement Design
		a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
<u>YES</u>	<u>NO</u>	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
<u>NO</u>	<u>NO</u>	(a) Along center line
<u>NO</u>	<u>NO</u>	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

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

Services
Provided By:
ENGINEER LPA

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 5. Pavement Design (<i>continued</i>) |
| <u>YES</u> | <u>NO</u> | c. Embankment and Subgrade (<i>continued</i>) |
| <u>NO</u> | <u>NO</u> | (2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| <u>YES</u> | <u>NO</u> | d. Traffic Data for Pavement Design by STATE |
| <u>NO</u> | <u>NO</u> | e. Basic Design Criteria |
| <u>NO</u> | <u>NO</u> | f. Life Cycle Cost Analysis(es) |
| <u>YES</u> | <u>NO</u> | g. Cost Data |
| <u>NO</u> | <u>NO</u> | h. Pavement Material Properties |
| <u>YES</u> | <u>NO</u> | i. Rehabilitation Investigations |
| | | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT. |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE

(Function Code 161)

Services
Provided By:
ENGINEER LPA

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA.

- | | | |
|------------|-----------|--|
| <u>NO</u> | <u>NO</u> | 1. Hydrologic Studies, Discharges |
| <u>YES</u> | <u>NO</u> | a. Hydrologic Map showing drainage areas, contours and drainage Q's. |
| <u>YES</u> | <u>NO</u> | b. Drainage area maps showing existing conditions and proposed improvements. |
| | | c. Hydrologic data/discharge determination |
| | | 2. Hydraulic Drainage Study and Documentation |
| <u>NO</u> | <u>NO</u> | a. Hydraulic computations |
| <u>NO</u> | <u>NO</u> | (1) Storm water detention available within the ROW (linear ft. along side drain ditch). |
| <u>YES</u> | <u>NO</u> | (2) Storm water detention required outside the ROW (as per HCDD#1) |
| <u>NO</u> | <u>NO</u> | (3) Culverts |
| <u>YES</u> | <u>NO</u> | (4) Bridge waterways |
| <u>YES</u> | <u>NO</u> | (5) Channels |
| <u>NO</u> | <u>NO</u> | (6) Storm sewers/inlets |
| <u>NO</u> | <u>NO</u> | (7) Pump stations |
| <u>NO</u> | <u>NO</u> | (8) Storm Water Management facilities |
| <u>YES</u> | <u>NO</u> | (9) Other |
| | | (a) Irrigation Canals/Siphons |
| <u>NO</u> | <u>NO</u> | b. Hydraulic report(s) |
| <u>YES</u> | <u>NO</u> | c. Federal Emergency Management Agency (FEMA) floodway requirements |
| <u>YES</u> | <u>NO</u> | d. Determine impact of proposed drainage plan on the following receiving stream(s) |
| | | (1) Hidalgo County Drainage District Outfalls |
| | | (2) All Irrigation District Outfalls impacted |
| | | 3. Layout, Structural Design and Detailing of Drainage Features |
| <u>YES</u> | <u>NO</u> | a. Culverts |
| <u>NO</u> | <u>NO</u> | (1) New culverts |
| <u>YES</u> | <u>NO</u> | (2) Culvert widening and/or lengthening |
| | | (3) Culvert replacements |
| <u>YES</u> | <u>NO</u> | b. Storm sewers |
| <u>YES</u> | <u>NO</u> | (1) New storm sewers |
| <u>YES</u> | <u>NO</u> | (2) Modify existing storm sewers |
| <u>YES</u> | <u>NO</u> | (3) Inlets |
| <u>YES</u> | <u>NO</u> | (4) Manholes |
| <u>YES</u> | <u>NO</u> | (5) Trunk lines |
| <u>NO</u> | <u>NO</u> | c. Pump stations |
| <u>NO</u> | <u>NO</u> | d. Subsurface drainage at retaining walls |
| <u>NO</u> | <u>NO</u> | e. Outfall channel(s) within the ROW |
| <u>YES</u> | <u>NO</u> | f. Outfall channel(s) outside the ROW |
| <u>NO</u> | <u>NO</u> | g. Detention Pond(s) within the ROW |
| <u>NO</u> | <u>NO</u> | h. Detention Pond(s) outside the ROW |
| <u>YES</u> | <u>NO</u> | i. Summary of Quantities |
| <u>NO</u> | <u>NO</u> | j. Storm Water Management facilities |
| <u>YES</u> | <u>NO</u> | 4. Storm Water Pollution Prevention Plan (SW3P) |
| <u>NO</u> | <u>NO</u> | 5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

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

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services
Provided By:
ENGINEER LPA

- | <u>YES</u> | <u>NO</u> | |
|------------|-----------|---|
| | | 1. Signing and Markings Layout |
| | | a. Requirements (Separate Layout) |
| | | (1) Roadway layout |
| | | (2) Center line with station numbering |
| | | (3) ROW lines |
| | | (4) Culverts and other structures that present a hazard to traffic |
| | | (5) Location of utilities, if not shown on plan and profile |
| | | (6) Existing signs to remain, to be removed, to be relocated |
| | | (7) Proposed signs (illustrated and numbered) |
| | | (8) Existing overhead sign bridges to remain, to be revised, removed or relocated |
| | | (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) |
| | | (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation |
| | | (12) Quantities of existing pavement markings to be removed |
| | | (13) Proposed delineators and object markers |
| | | b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps |
| | | (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps |
| | | (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes |
| | | (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) |
| | | (5) Tentative ROW limits |
| | | (6) Direction of traffic flow on all roadways |
| | | (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| <u>YES</u> | <u>NO</u> | 2. Summary of Small Signs Tabulation |
| <u>YES</u> | <u>NO</u> | 3. Summary of Large Signs Tabulation including all Guide Signs |
| <u>YES</u> | <u>NO</u> | 4. Sign Detail Sheets |
| | | a. All signs except route markers |
| | | b. Design details for large guide signs |
| | | c. Dimensions of letters, shields, borders, corner radii etc. |
| | | d. Designation of shields attached to guide signs |
| | | e. Designation of arrow used on exit direction signs |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER LPA

- | | |
|---|---|
| <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> | <p>5. Traffic Signals</p> <p>a. Development of Justification (Warrant) Data</p> <p>(1) Location Map
Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators</p> <p>(2) Photographs as appropriate</p> <p>(3) Accident data as appropriate</p> <p>(4) Vehicle volumes (provided by TxDOT)</p> <p style="padding-left: 20px;">(a) Existing</p> <p style="padding-left: 20px;">(b) Estimated</p> <p style="padding-left: 20px;">(c) Projected</p> <p style="padding-left: 20px;">(d) Pedestrian</p> <p>(5) Traffic Survey - Count Analysis</p> <p>(6) Recommendation based on above data</p> <p>b. Layout</p> <p>(1) Title Sheet (when applicable)</p> <p style="padding-left: 20px;">(a) Describe the location</p> <p style="padding-left: 20px;">(b) Type of installation</p> <p style="padding-left: 20px;">(c) Area map with project limits for each location</p> <p style="padding-left: 20px;">(d) Index of sheets</p> <p style="padding-left: 20px;">(e) Space for official signatures</p> <p>(2) Estimate and quantity sheet (when applicable)</p> <p style="padding-left: 20px;">(a) List of all bid items</p> <p style="padding-left: 20px;">(b) Bid item quantities</p> <p style="padding-left: 20px;">(c) Specification item number</p> <p style="padding-left: 20px;">(d) Paid item description and unit of measure</p> <p>(3) Basis of estimate sheet (list of materials)</p> <p>(4) General notes and specification data sheet</p> <p>(5) Condition diagram</p> <p style="padding-left: 20px;">(a) Highway and intersection design features</p> <p style="padding-left: 20px;">(b) Roadside development</p> <p style="padding-left: 20px;">(c) Traffic control including illumination</p> <p>(6) Plan sheet(s)</p> <p style="padding-left: 20px;">(a) Existing traffic control that will remain (signs and markings)</p> <p style="padding-left: 20px;">(b) Existing utilities</p> <p style="padding-left: 20px;">(c) Proposed highway improvements</p> <p style="padding-left: 20px;">(d) Proposed installation</p> <p style="padding-left: 20px;">(e) Proposed additional traffic controls</p> <p style="padding-left: 20px;">(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.</p> <p style="padding-left: 20px;">(g) Proposed illumination attached to signal poles.</p> <p>(7) Notes for plan layout</p> <p>(8) Elevation sheet(s) (span wire design)</p> <p>(9) Phase sequence diagram(s)</p> <p style="padding-left: 20px;">(a) Signal locations</p> <p style="padding-left: 20px;">(b) Signal indications</p> <p style="padding-left: 20px;">(c) Phase diagram</p> <p style="padding-left: 20px;">(d) Signal sequence table</p> <p style="padding-left: 20px;">(e) Flashing operation (normal and emergency)</p> <p style="padding-left: 20px;">(f) Preemption operation (when applicable)</p> <p style="padding-left: 20px;">(g) Interval timing, cycle length and offset</p> |
|---|---|

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

Services
Provided By:
ENGINEER LPA

- | <u>YES</u> | <u>NO</u> | |
|------------|-----------|---|
| | | 5. Traffic Signals <i>(continued)</i> |
| | | b. Layout <i>(continued)</i> |
| | | (10) Construction detail sheets(s) |
| | | (a) Poles (TxDOT standard sheets) |
| | | (b) Detectors |
| | | (c) Pull Box and conduit layout |
| | | (d) Controller Foundation standard sheet |
| | | (11) Marking details (when applicable) |
| | | (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| | | (13) Aerial or underground interconnect details (when applicable) |
| | | c. General Requirements |
| | | (1) Contact local utility company |
| <u>YES</u> | <u>NO</u> | (a) Confirm power source |
| <u>YES</u> | <u>NO</u> | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| <u>NO</u> | <u>NO</u> | (c) Adjustment of overhead utility lines |
| <u>YES</u> | <u>NO</u> | (2) Prepare governing specifications and special provisions list |
| <u>YES</u> | <u>NO</u> | (3) Prepare project estimate |
| <u>YES</u> | <u>NO</u> | d. Summary of Quantities |

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

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services
Provided By:
ENGINEER LPA

- | | | |
|-----------|-----------|---|
| <u>NO</u> | <u>NO</u> | 1. Retaining Walls |
| <u>NO</u> | <u>NO</u> | a. Structural Details |
| <u>NO</u> | <u>NO</u> | (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)* |
| | | (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall) |
| | | (3) Specialized Retaining Wall at _____ locations (Unique Design).* |
| <u>NO</u> | <u>NO</u> | b. Alternate Patented Retaining Walls at all locations. (Layouts Only)** |
| | | (1) Mechanically Stabilized Earth |
| | | (2) Concrete Block Wall Systems |
| <u>NO</u> | <u>NO</u> | c. Retaining Wall Layout (PLAN) |
| | | (1) Designation of reference line |
| | | (2) Beginning and ending retaining wall stations |
| | | (3) Station of each retaining wall joint*** |
| | | (4) Offset from reference line |
| | | (5) Horizontal curve data |
| | | (6) Number of retaining wall panels and lengths*** |
| | | (7) Total length of wall |
| | | (8) Indicate face of wall |
| | | (9) All wall dimensions and alignment relations (alignment data as necessary) |
| | | (10) Soil core hole locations |
| <u>NO</u> | <u>NO</u> | d. Retaining Wall Layout (ELEVATION) |
| | | (1) Top of wall elevations at each joint or intervals*** |
| | | (2) Existing and finished ground line elevations |
| | | (3) Height of stem at each joint*** |
| | | (4) Wall panel designations*** |
| | | (5) Top of footing elevations*** |
| | | (6) Limits of measurement for payment**** |
| | | (7) Type, limits and anchorage details of railing (If applicable) |
| | | (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown. |
| <u>NO</u> | <u>NO</u> | e. Foundation Studies (Show cost estimate with Function Code 110) |
| <u>NO</u> | <u>NO</u> | (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation. |
| <u>NO</u> | <u>NO</u> | f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work). |
| <u>NO</u> | <u>NO</u> | g. Estimate |
| <u>NO</u> | <u>NO</u> | h. Summary of Quantities |
| <u>NO</u> | <u>NO</u> | i. Typical X-section. |
| <u>NO</u> | <u>NO</u> | j. General Guidelines for Retaining Walls |
| | | (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. The designer and checker shall check all calculations and initial each page. |
| | | (2) The ground water level should be observed at the water strike. |
| | | (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. |
| | | (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92. |

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	
		2. Traffic Control Plan, Detours and Sequence of Construction
		Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
		a. The sequence of construction and method of handling traffic during each phase.
		b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
		c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
		d. Where detours are provided, typical cross sections shall be shown.
		e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
<u>NO</u>	<u>NO</u>	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
<u>NO</u>	<u>NO</u>	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>NO</u>	<u>NO</u>	3. Illumination (<i>continued</i>)
		c. General Guidelines for Illumination (If applicable)
		The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
<u>YES</u>	<u>NO</u>	4. Miscellaneous Drafting/Standards
<u>NO</u>	<u>NO</u>	a. Erosion Control
		b. Landscape Development
<u>YES</u>	<u>NO</u>	5. Compute and Tabulate Quantities
<u>YES</u>	<u>NO</u>	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.)
		Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
<u>NO</u>	<u>NO</u>	(a) New O.S.B. structure(s)
<u>NO</u>	<u>NO</u>	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
<u>NO</u>	<u>NO</u>	(2) High Mast Illumination Poles (HMIP)
<u>NO</u>	<u>NO</u>	(3) Traffic Signal Supports
<u>NO</u>	<u>NO</u>	(4) Conventional Illumination Poles
<u>NO</u>	<u>NO</u>	(5) Sound Barrier Walls
<u>NO</u>	<u>NO</u>	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
<u>NO</u>	<u>NO</u>	c. Foundation Studies (Show cost estimate with Function Code 110)
		The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
<u>NO</u>	<u>NO</u>	a. Utility Agreements
<u>NO</u>	<u>NO</u>	b. Exhibits for Utility Agreements
<u>NO</u>	<u>NO</u>	c. Railroad Agreements
		d. Railroad Exhibits
<u>NO</u>	<u>NO</u>	(1) Railroad Underpasses
<u>NO</u>	<u>NO</u>	(2) Railroad Overpasses
<u>NO</u>	<u>NO</u>	(3) Railroad Grade Crossing (Replanking)
<u>NO</u>	<u>NO</u>	(4) Railroad Grade Crossing Warning Systems (Signals)
<u>NO</u>	<u>NO</u>	(5) Other Miscellaneous Sketches for Railroads
<u>NO</u>	<u>NO</u>	e. Traffic Signal Agreements
<u>NO</u>	<u>NO</u>	f. Exhibits for Traffic Signal Agreements
<u>YES</u>	<u>NO</u>	9. Estimate
<u>YES</u>	<u>NO</u>	10. Specifications and General Notes

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

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

Coordination of Utilities

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

Meetings

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

Specifications, Special Provisions, Special Specifications

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

Project Manager/Engineer Communication

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

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

Design Responsibilities

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

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

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

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

Document and Information Exchange

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

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

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

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

CD Tape Required (YES or NO): YES

Proposal Time

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

Office Location

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

<u>Service</u>	<u>Office Location</u>
PS&E	Mission Office
ROW Mapping/Surveying	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 "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
Detailed Index of Sheets
2. Typical Sections
3. General Notes and Specifications Data
4. Estimate and Quantity Sheets
5. Storm Water Pollution Prevention Plan (SW3P) Sheets
6. Traffic Control Plans
 - a. Sequence of Construction Layouts
 - b. Detour Plan/Profile/Typical Sections/Quantities
7. Roadway Layouts
 - a. Roadway Plan/Profile Sheets
 - b. Intersection Plan/Profile Sheets
 - c. Intersection Layouts
 - d. Alignment Layouts/Data
 - e. Ramp Layouts/Profiles
 - f. Connection Roads/U-turns Layouts/Profile
8. Roadway Details
 - a. Concrete Pavement Details/Standards
 - b. Concrete Pavement Terminal Anchorage Details/Standards
 - c. Bridge Approach Details/Standards
 - d. Bridge Terminal Anchorage Details/Standards
 - e. Roadway/Median Barrier Details/Standards
 - f. Curb Details
 - g. Driveway Details/Typical Sections/Standards
9. Signing Layouts and Marking Layouts
10. Traffic Signal Layouts
11. Lighting Layouts
12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)
13. Utility Layouts/Profiles
14. Drainage Area Maps and Hydraulic Data
 - a. General Drainage Area Maps
 - b. Stage-Discharge Curves
 - c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
 - d. Drainage Area Maps/Culverts/Storm Sewer
 - e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps
15. Detailed Drainage Plans
 - a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
 - b. Channel Plan/Profiles/Typical Sections
 - c. Box Culvert Plan/Profile
 - d. Pipe Sewer/Culvert Cross Sections

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

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
 - a. Inlet Details/Standards
 - b. Manhole Details/Standards
 - c. Junction Box Details/Standards
 - d. Safety End Treatment Details/Standards
 - e. Box Culvert Details/Standards
 - f. Culvert Wingwall Details/Standards
 - g. Excavation-Backfill Diaphragms
 - h. Riprap Details/Standards
 - i. Temporary Pollution and Erosion Control Details
17. Pumphouse Layouts
18. Pumphouse Details
19. Pumphouse Standard Details
20. Bridge Layouts/Profile/Typical Sections*
21. Bridge Details*
 - a. Summary of Bridge Quantities
 - b. Abutments
 - c. Interior Bents
 - d. Spans
 - e. Special details for the specific bridge
22. Bridge Standard Details*
23. Bridge Railing Standards
24. Retaining Wall Layouts/Profiles**
25. Retaining Wall Details**
26. Retaining Wall Standard Details**
27. Guard Fence/Standards and Signal Pole Standards
28. Signal/Electrical Details/Standards and Signal Pole Standards
29. Signing/Markers/Striping Details/Standards
30. Barricade/Construction/Beacon Standards
31. Miscellaneous Standards
 - a. Chain Link Fence Standards
 - b. Bridge End Detail/Standards
 - c. Roadway Clearance Details/Standards
 - e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the LPA.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.
2. Project Layout
The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.
3. Typical Sections
See Part IV of the Highway Design, Operations and Procedures Manual.
4. Sequence of Work Sheets (Traffic Control Plan)
Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.
5. Removal Item Sheets
These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).
6. Summary Sheets
Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.
7. Alignment Layout Sheets
These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).
8. Plan Profile Sheet
Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.
9. Drainage Area Maps
Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.
10. Drainage Plan Profile Sheets
These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.
11. Runoff, Inlet, Storm Sewer and Culvert Sheets
Use standard sheets.

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

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.
13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.
14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.
15. Intersection Details
16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.
17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
 - (1) Drilled shaft size and length
 - (2) Soil strength used for design {indicate basis and boring(s) used}
 - (3) Design height
 - (4) Tower height
 - (5) Leg spacings and
 - (6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST

Services
Provided By:
ENGINEER LPA

_____	_____	Title Sheet
_____	_____	Project Layout
_____	_____	Sequence of Work
_____	_____	Detour Layouts & Profiles
_____	_____	Construction Pavement Markings
_____	_____	Signing & Barricades
_____	_____	Construction Sign & Beacons
_____	_____	Typical Sections
_____	_____	Shaping & Finishing Sections
_____	_____	Slopes Adjacent to Shoulders
_____	_____	Estimate & Quantities
_____	_____	General Notes & Specification Data
_____	_____	Grading Summary
_____	_____	Miscellaneous Summaries (See following "SUMMARIES" heading)
_____	_____	Horizontal Curve Data & Alignment Layouts
_____	_____	Drainage Summaries
_____	_____	Structure Summaries
_____	_____	Erosion Control Summary & Details
_____	_____	Plan/Profile Sheets
_____	_____	Erosion Control Summary & Details
_____	_____	Pavement Contours
_____	_____	Superelevation Transition (If Required)
_____	_____	Grading Contours
_____	_____	Guard Fence Layouts
_____	_____	Storm Water Pollution Prevention Plans (SW3P)
_____	_____	Drainage Area Maps
_____	_____	Hydraulic Data
_____	_____	Drainage Sheets
_____	_____	Bridge Hydrology Sheets
_____	_____	Inlet & Manhole Details
_____	_____	Utility Support Details
_____	_____	Culvert Cross Sections & Details
_____	_____	Special Culvert Designs
_____	_____	Special Drainage Details
_____	_____	Chain Link Fence Locations
_____	_____	Ramp Details Sheet
_____	_____	Removal Item Sheet - Including detours
_____	_____	(Shown in detour summary, No payment for removal; subsidiary to construction detours)
_____	_____	Pavement Details
_____	_____	Pavement Standard Modification for Concrete Shoulder
_____	_____	Concrete Pavement Continuously Reinforced (CPCR)
_____	_____	Concrete Pavement Contraction Design (CPCD)
_____	_____	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
_____	_____	Bridge Approach Slab Details
_____	_____	Vehicle Attenuator Details
_____	_____	Miscellaneous Details
_____	_____	Wheelchair Ramps
_____	_____	Pavement Marking Details
_____	_____	Modified Standards
_____	_____	List of Standards
_____	_____	Permanent Signing Plans & Quantities

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
Provided By:
ENGINEER LPA

_____	_____	Permanent Lighting Plans, Quantities & Standards
_____	_____	Bridge Layout(s)
_____	_____	Bridge Details
_____	_____	Retaining Wall Layout(s)
_____	_____	Retaining Wall Details
_____	_____	Pumphouse Details
_____	_____	Underdrain Details (Retaining Walls)
_____	_____	Culvert Standards
_____	_____	Soil Profile
_____	_____	Temporary Traffic Signals
_____	_____	Design Cross Sections
_____	_____	Estimate
_____	_____	List of Standard Specification, Special Provisions & Special Specifications
_____	_____	Detour Special Provisions (If Required)
_____	_____	Construction Time Estimate
_____	_____	Critical Path Method (CPM)
_____	_____	Unit Price Documentation

Miscellaneous

_____	_____	Conduit Requirements
_____	_____	Traffic signal Requirements

Summaries

(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)

_____	_____	Salvaging and Placing Topsoil
_____	_____	Prepare ROW
_____	_____	Remove Old Structures
_____	_____	Scarify Existing Pavement
_____	_____	Remove Old Concrete Curb of Curb and Gutter (C&G)
_____	_____	Remove Old Concrete Pavement
_____	_____	Remove Old Concrete Riprap
_____	_____	Remove Metal Beam Guard Fence
_____	_____	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
_____	_____	Temporary Guard Fence (TEMPGF)
_____	_____	Summary of Concrete Flumes
_____	_____	Curbs
_____	_____	Adjust Manholes & Inlets
_____	_____	Underdrains
_____	_____	Base and Pavement
_____	_____	Large Structure
_____	_____	Concrete Riprap (RR8 & RR9)
_____	_____	Temporary Portable Concrete Barrier (PCBR)
_____	_____	Concrete Traffic Barrier
_____	_____	Vehicle Attenuator
_____	_____	Guard Rail Energy Absorbing Terminal (Great System)
_____	_____	Pavement Markings & Blast Cleaning (Thermoplastic)
_____	_____	Retaining Walls
_____	_____	Large Structure Summaries
_____	_____	Small Structure Summaries

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

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
Provided By:
ENGINEER LPA

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

_____	_____	Earthwork (Roadway & Channel) & Channel Details
_____	_____	Culverts
_____	_____	Detours
_____	_____	Seeding or Mulch Sod - Quantity Only
_____	_____	Inlet & Manholes
_____	_____	Sidewalks
_____	_____	Construction Pavement Markings
_____	_____	Driveways
_____	_____	Concrete Median
_____	_____	Storm Sewers
_____	_____	Head Walls & Safety End Treatments
_____	_____	Curb Openings
_____	_____	Manholes
_____	_____	Chain Link Fence, Remove & Replace Chain Link Fence
_____	_____	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #4

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
WA#2 ~ FM 1925
From 1,500 ft. West of 10th Street To McColl Road

TASK AND DESCRIPTION	FIRM	2018						2019												2020												2021				2022			
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase II: PS&E & ROW Mapping																																							
PS&E																																							
Design Survey	L&G																																						
Outfall Coordination with HCDD #1	L&G																																						
30% PS&E Completion	L&G																																						
60% PS&E Completion	L&G																																						
90% PS&E Completion	L&G																																						
95% PS&E Completion	L&G																																						
100% Mylars	L&G																																						
TxDOT Plan Set Approval	TxDOT																																						
ROW Map																																							
Prepare ROW Map	L&G																																						
TxDOT Review & Revisions	TxDOT																																						
TxDOT ROW Map Approval	TxDOT																																						
Phase III: ROW Acquisition Services																																							
ROW Acquisition (Est. 24 Parcels)*																																							
Project Administration	L&G																																						
Coordination with County & TxDOT	L&G																																						
Title Commllments	L&G																																						
Appraisal Reports	L&G																																						
Appraisal Review Reports	L&G																																						
Appraisal Update Reports	L&G																																						
Approved Values by TxDOT	TxDOT																																						
Acquisition Negotiation Offers	L&G																																						
Title Curative Process	L&G																																						
Title Commitment Updates	L&G																																						
Payments for Parcels	L&G																																						
L&G Condemnation Support Process	L&G																																						
Eminent Domain Proceedings by County	County																																						
Title Insurance Policies	L&G																																						
Consumation of Outstanding Cases	L&G																																						
Phase III: Construction																																							
Let Project (Est. Earliest Date: Aug 2019)	County																																						
Construction Duration	L&G																																						
Open To Traffic	County																																						

* Note: Schedule assumes that ROW will be acquired by L&G

L&G FUNCTION

TxDOT FUNCTION

HIDALGO COUNTY FUNCTION

EST 20 MONTHS CONSTRUCTION

EXHIBIT D-1
ESTIMATED MAN-HOUR BREAKDOWN

FM 1925 Project
from 10th Street to McColl Road

	MANHOURS								Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	Senior Project Manager	Senior Engineer	Project Engineer	Engineering Lab Manager	Senior Engineering Technician	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS		
CONTRACT RATE	218.04	180.66	133.94	105.91	93.45	68.53	62.30			
WORK AUTHORIZATION NO. 2										
PHASE II - PS&E, ROW Mapping & Surveying										
1 Outfall Identification Preliminary Property Ownership & Outfall Design	62	68	76.129					206.129		\$ 36,000.08
2 PS&E Development	650	859	940		1260	1480	40			\$ 644,480.00
3 Engineering Fee to Submit Plans Through Letting (Pharr District and Austin Divisions)	212	231	257		121		21.08	842		\$ 135,000.13
4 PS&E Development for Outfalls	40	50	63		80	92	10.056			\$ 40,600.07
5 Permitted Utilities Coordination to adjust	90	119	160		101.097			470		\$ 72,000.05
6 Coordination and Management of Subconsultant for ROW Map, Field & Design Survey	120	180	262.310				40.00	602		\$ 96,309.40
6a SUB: Field Surveys for Design and Construction, ROW Map (See fee breakdown on Page 2 of 4)									\$ 139,691.00	\$ -
7 Pavement Design for TxDOT	60	73	132	140	80		20	505		\$ 67,500.06
8 Pvmt. Mark., Signing, Coordination & Mgmt. of Subconsultant for Traffic Signal Warrants & Design	160	300	271	60	160	120.241		1071		\$ 154,928.86
8a SUB: Signal Design, Adjustments, & Warrants (See fee breakdown on Pages 3 - 4 of 4)									\$ 73,071.19	\$ -
9 Engineering Consultant Construction Management (18 Months)	100	115	150		99.83			465		\$ 72,000.01
SUB-TOTAL	1494	1995	2311.439	200	1901.93	1692.24	131.14	4162	\$ 212,762.19	\$ 1,318,818.66

Sub-Total Manhours Fee with Subconsultant Fee:	\$ 1,531,580.85
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* TOTAL PROJECT FEE:	\$ 1,531,580.00
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* Rounded Figure

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. _____

	A	B	C	D	E	F	G	H	I	J	K
1	Highway: FM 1925							R.O.W. Surveying Services, L.L.C.			
2	County: Hidalgo County, Texas										
3	Limits: 10th St. to McColl Rd.										
4	Description of Work: ROW Map and Design Survey										
5	TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man		Admin/	Total	Cost
6	FC 130 ROW Map / FC 150 Field Surveying	PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	SUE/per unit	Clerical	Hours	
7	HOURLY RATE	\$124.00	\$125.00	\$82.00	\$175.00	\$155.00	\$130.00	\$500.00	\$50.00		
8	PHASE I - FC 130 (ROW MAP) Lump Sum per Parcel										
9	A. ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports (24 parcels @ \$3,500.00/parcel)										
10	FC 130 Subtotal Cost										\$ 84,000.00
11	PHASE I - FC 150 Field Surveying (Control Hz & Vt)										
12	A. Primary Project Control										
13	a. Establish Primary Control	0	2	2	0	6	0	0	0	10	\$ 1,344.00
14	B. Secondary Project Control										
15	a. Set additional secondary control points as needed	0	4	6	0	5	0	0	0	15	\$ 1,767.00
16	b. Horizontal values established with RTK or VRS	0	2	8	0	6	0	0	0	16	\$ 1,836.00
17	c. Vertical values established with digital level	0	2	4	0	6	0	0	0	12	\$ 1,508.00
18	Subtotal Hours	0	10	20	0	23	0	0	0	53	
19	Subtotal Cost - Phase I	\$0.00	\$1,250.00	\$1,640.00	\$0.00	\$3,565.00	\$0.00	\$0.00	\$0.00		\$ 6,455.00
20	PHASE 2 - DTM Topography and Cross sections (Total Length including side streets, Drain, and Irrigation Crossings=2.1 miles)										
21	C. Setting Benchmarks										
22	1. Setting Benchmarks @ 1000'(ft) intervals	0	0	0	0	16	0	0	0	16	\$ 2,480.00
23	2. Topographic & Crossections	0	0	10	0	24	0	0	0	34	\$ 4,540.00
24	3. Locate Visible Utilities	0	0	10	0	20	0	0	0	30	\$ 3,920.00
25	4. Cross Culverts, Driveway Culverts, Inverts	0	0	10	0	10	0	0	0	20	\$ 2,370.00
26	5. Right of Entry, ROW Research, Appraisal Dist. Records	0	2	6	0	0	0	0	10	18	\$ 1,242.00
27	6. Proposed Centerline on Existing Pavement Pre-Construction for Utilities	0	2	8	0	8	0	0	0	18	\$ 2,146.00
28	7. Profile and Cross section Intersecting Streets	0	0	6	0	6	0	0	0	12	\$ 1,422.00
29	8. Irrigation Crossings	0	0	8	0	14	0	0	0	22	\$ 2,826.00
30	9. Existing Storm Drain H&V	0	0	2	0	6	0	0	0	8	\$ 1,094.00
31	10. Tie Existing Underground and Overhead Utilities Coordinate with Engineer (No SUE)	0	2	2	0	6	0	0	0	10	\$ 1,344.00
32	11. Additional Field Surveying										
33	a. Irrigation Lines	0	2	3	0	8	0	0	0	13	\$ 1,736.00
34	b. Outfalls	0	2	3	0	8	0	0	0	13	\$ 1,736.00
35	c. Driveways and Turnouts	0	0	3	0	4	0	0	0	7	\$ 866.00
36	15. Profiles of Existing Drainage Facilities	0	0	3	0	6	0	0	0	9	\$ 1,176.00
37	17. Obtain Elevations of Manholes and Valves of Utilities	0	0	3	0	4	0	0	0	7	\$ 866.00
38	18. Provide temp. signs, traffic control, flags, safety equip. etc.	0	0	0	0	4	0	0	0	4	\$ 620.00
39	19. Ties to Existing Bridges or Culverts that may be in conflict with new construction	0	0	3	0	8	0	0	0	11	\$ 1,486.00
40	21. Inventory Signs, mailboxes, and driveways	0	0	3	0	2	0	0	0	5	\$ 556.00
41	22. Survey Control Data Sheets per TxDOT	0	2	3	0	0	0	0	0	5	\$ 496.00
42	23. Recover and Establish Existing CL and ROW	0	0	0	0	0	0	0	0	0	\$ -
43	24. Coordinate with the Engineer for Existing CL Stationing	0	2	0	0	0	0	0	0	2	\$ 250.00
44	25. Right of Way Restaking (Pre Construction)	0	4	4	0	8	0	0	0	16	\$ 2,068.00
45	26. SUE Level A Data Sheets	0	0	0	0	0	0	0	0	0	\$ -
46	Subtotal Hours	0	18	90	0	162	0	0	10	280	
47	Subtotal Cost - Phase 2	\$0.00	\$2,250.00	\$7,380.00	\$0.00	\$25,110.00	\$0.00	\$0.00	\$500.00		\$ 35,240.00
48	PHASE 3- SUBSURFACE UTILITY ENGINEERING										
49	I. Hydro Excavation SUE Level A (20 holes at \$500 each)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	\$0.00	\$0.00	
50	Total Cost-Phase 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$ 10,000.00
51	PHASE 4 - FINAL REPORT & DELIVERABLES										
52	A. CADD file (2D & 3D) for limits of project	0	0	10	0	0	0	0	0	10	\$ 820.00
53	B. Final Report and Deliverables	0	4	10	0	0	0	0	0	14	\$ 1,320.00
54	Subtotal Hours	0	4	20	0	0	0	0	0	24	
55	Subtotal Cost - Phase 4	\$0.00	\$500.00	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 2,140.00
56	PROJECT MANAGEMENT & OVERSIGHT										
57	A. Meeting & Coordination w/ Engineers	0	4	0	0	0	0	0	2	6	\$ 600.00
58	B. QC/QA Survey	0	4	8	0	0	0	0	2	14	\$ 1,256.00
59	Subtotal Hours	0	8	8	0	0	0	0	4	64	
60	Subtotal Cost - PM & Oversight	\$0.00	\$1,000.00	\$656.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	0	\$1,856.00
61	Total Fee FC 150	\$0.00	\$5,000.00	\$11,316.00	\$0.00	\$28,675.00	\$0.00	\$0.00	\$700.00	0	\$45,691.00
62	Total SUE										\$10,000.00
63	Total Fee FC 130 & FC 150 & SUE										\$139,691.00

EXHIBIT B "FEE SCHEDULE" - TRAFFIC SIGNAL DESIGN
FM 1925: From 10th Street to McColl Road

Ergonomic Transportation Solutions, Inc.

PERMANENT AND TEMPORARY TRAFFIC SIGNAL DESIGN			MANHOURS						
			No. of sheets (estimated)	Project Manager	Senior Transp. Engineer	Transportation Engineer	CADD Designer	Administrative Assistant	Total
TASK									
	1	General Notes	n/a		2	4		4	10
	2	Basis of Estimate	1	1	6	8	8		23
	3	Condition Diagram	3	1	6	16	16		39
	4	Proposed Signal Plan Layout	6	12	48	72	72		204
	5	Signal Phasing/Timing	n/a	3	8	16	2		29
	6	Electrical Schedules	3	3	12	24	12		51
	7	Int..Signs, Pav.Markings, Curb Ramps	n/a	3	6	12	12		33
	8	Standard Sheets List	12	1	6	6			13
	9	Specifications and Cost Estimate	1	3	16	16	12		47
	10	Coordination and Meetings	n/a	12					12
	11	TEMPORARY TRAFFIC SIGNALS	4	10	24	56	56		146
		Subtotal	30	49	134	230	190	4	607

Total Sheets/Labor Hours	30	49	134	230	190	4	607
Contract Rates		\$ 68.00	\$ 46.00	\$ 34.00	\$ 23.00	\$ 19.00	
Direct Salary Cost		\$ 3,332.00	\$ 6,164.00	\$ 7,820.00	\$ 4,370.00	\$ 76.00	\$ 21,762.00
Overhead Multiplier	165.260%	\$ 5,506.46	\$ 10,186.63	\$ 12,923.33	\$ 7,221.86	\$ 125.60	\$ 35,963.88
Fixed Fee	12.50%	\$ 1,104.81	\$ 2,043.83	\$ 2,592.92	\$ 1,448.98	\$ 25.20	\$ 7,215.74
Total Labor Costs		\$ 9,943.27	\$ 18,394.45	\$ 23,336.25	\$ 13,040.84	\$ 226.80	\$ 64,941.62

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction

\$ 60.00

Travel

\$ 450.00

Deliveries

\$ 50.00

Total Expenses

\$ 560.00

ETSI Total Cost

\$ 65,501.62

**EXHIBIT C "FEE SCHEDULE" - TRAFFIC SIGNAL WARRANT STUDY'
FM 1925 at Mon Mack Road**

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL WARRANT STUDY			MANHOURS				
			Project Manager	Traffic Engineer	CADD/ Designer	Administrative Assistant	Total
TASK							
1	Collect Data and Conduct Field Investigations			8	8		16
2	Assess Collected Data			2	2		4
3	Accident Analysis			6			6
4	Collision Diagram			1	4		5
5	Intersection Exhibits			1	4		5
6	Signal Warrant Analysis		1	16	2		19
7	Photo Album				2		2
8	Recommendations		1	1			2
9	Traffic Signal Warrant Study Report		1	8	4	2	15
	Subtotal		3	43	26	2	74

Total Sheets/Labor Hours		3	43	26	2	74
Contract Rates		\$ 68.00	\$ 34.00	\$ 23.00	\$ 19.00	
Direct Salary Cost		\$ 204.00	\$ 1,462.00	\$ 598.00	\$ 38.00	\$ 2,302.00
Overhead Multiplier	165.260%	\$ 337.13	\$ 2,416.10	\$ 988.25	\$ 62.80	\$ 3,804.29
Fixed Fee	12.50%	\$ 67.64	\$ 484.76	\$ 198.28	\$ 12.60	\$ 763.29
Total Labor Costs		\$ 608.77	\$ 4,362.86	\$ 1,784.54	\$ 113.40	\$ 6,869.57

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction

\$ -

Travel

\$ -

Delivery

\$ -

Collect 12 hr Turning Movement Counts (Outsourced)

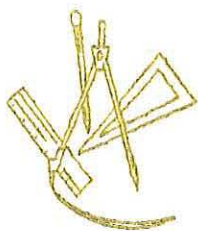
\$ 700.00

Total Expenses

\$ 700.00

ETSI Total Cost

\$ 7,569.57



June 27, 2018

The Honorable Joseph Palacios
Commissioner, Hidalgo County Pct. No. 4
1051 N. Doolittle Road
McAllen, Texas 78541

RE: FM 1925 Road Project
Contract: C-15-110-03-31
Work Authorization No. 2
Limits: From 1,500 ft. West of 10th Street to McColl Road

Dear Commissioner Palacios:

As discussed, attached in duplicate for your review and approval is Work Authorization No. 2 to provide PS&E, Field Surveys, ROW Mapping, Permitted Utilities Coordination, Traffic Signal Warrants and Design and Engineering Consultant Const. Management for the Phase II engineering services of the FM 1925 Road Project.

Work Auth. No. 2 is in the amount of \$1,531,580.00. 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>)	\$ 1,318,817.81
• ROW Surveying Services, LLC. (<i>SUB-CONSULTANT</i>)	\$ 139,691.00
• ETSI (<i>SUB-CONSULTANT</i>)	\$ <u>73,071.19</u>
TOTAL	\$ 1,531,580.00

Attached you will find the following:

- 1.) Two (2) signed originals of Work Authorization No. 2 with the following attachments:
 - Project Location Map
 - Exhibit A "Services to be provided by the Owner"
 - Exhibit B "Services to be provided by the Engineer"
 - Exhibit C "Work Schedule"
 - Exhibit D-1 "Estimated Man-hour Breakdown" and attachments

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



June 27, 2018

Hon. Joseph Palacios
Attn: Maria "Lulu" Mayorga – Executive Assistant
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78541

RE: Subcontracting Notice for FM 1925 Project
C-15-110-03-31
Limits: from 1,500 ft. West of 10th Street to McColl Road

Dear Commissioner Palacios:

We would like to inform you of the subcontractors that we will be using on the FM 1925 Road Project ~ Work Authorization #2. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing Surveying and Traffic Signal Services for the above referenced project.

Subcontractor:

Surveyor:

Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 13
Mission, Texas 78572
Phone (956)-424-3335

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

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

L&G Consulting Engineers, Inc.
Mercedes, TX United States

Certificate Number:
2018-372498

Date Filed:
06/26/2018

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

Hidalgo County

Date Acknowledged:

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

C-15-110-03-31

FM 1925 (1,500 ft. West of 10th Street to McColl Road) WA#2 to provide Engineering Services

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 27th day of June, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

L&G Consulting Engineers, Inc.
Mercedes , TX United States

Certificate Number:
2018-372498

Date Filed:
06/26/2018

Date Acknowledged:
08/17/2018

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-15-110-03-31
FM 1925 (1,500 ft. West of 10th Street to McColl Road) WA#2 to provide Engineering Services

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 _____, 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)

SPECIAL MEETING - August 21, 2018

BE IT REMEMBERED, that on this 21st day of August A.D., 2018, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA

HIDALGO COUNTY JUDGE

HONORABLE DAVID FUENTES

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

HONORABLE JOE M. FLORES

COMMISSIONER, PRECINCT NO. 3

HONORABLE JOSEPH PALACIOS

COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 21, 2018
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

Judge Garcia called the meeting to order at 12:01 p.m.

All members of the court were in attendance.

Court recessed at 12:01 p.m.

Court reconvened at 12:02 p.m.

Commissioner Palacios stepped away from the meeting.

2. Pledge of Allegiance

Court recited the Pledge of Allegiance.

3. Prayer

Opening prayer offered by Julia Sullivan.

4. Approval of Consent Agenda

The court moved to approve the consent agenda with the exception of Item.6.A. & B to be pulled for discussion.

5. District Attorney's Office:

- A. AI-66107** DA-Victim Coordinator and Liaison Grant (VCLG) (1281)/Criminal DA (1100):
1. Approval to ratify electronic signature submitted on-line for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2019 contract. (2nd year of a two year contract application)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Commissioner David L. Fuentes abstained from voting on this item.

Court proceeded back to Item. 16.A.1

D. Budget Appropriations:

1. **AI-66195** CC Records Archive (1100):
Approval of appropriation of funds from the General Fund Restricted Fund Balance - CC Records Archive for CC Records Archive in the amount of \$299,000.00 to fund the preservation of books.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Court proceeded back to Item. 15.C.

16.

Purchasing Department - Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-66188** Acceptance and approval of a **rebate** check number 2884454 from Office Depot [through awarded contract with The Cooperative Purchasing Network, aka, TCPN/ECOMM] 2017 **rebate 55797022 dated 03/01/18** in the amount of \$ 1,098.31.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

2. **AI-66211** a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$2,257,854.00) as submitted by project engineer, L&G Consulting Engineers, to provide "Engineering Services for preparation for the Traffic Impact Analysis, Environmental Assessment, Public Involvement, Schematic Design, Hydrologic Map, and Disposition of Bus 281 ROW at Courthouse Square for the Roadway and Drainage Improvement assoc. with the Bus 281/SH 107 Intersection Project,"

through Contract# C-16-199-07-19.

b. Pursuant to current contract with L&G Engineering (Article 14), a request by engineer approving the subcontracting of R.O.W. Surveying Services, LLC. and Ergonomic Transportation Solutions, Inc. in connection with Work Authorization No. 2 for the "Engineering Services for preparation for the Traffic Impact Analysis, Environmental Assessment, Public Involvement, Schematic Design, Hydrologic Map, and Disposition of Bus 281 ROW at Courthouse Square for the Roadway and Drainage Improvement assoc. with the Bus 281/SH 107 Intersection Project."

No action taken on Item.16.A.2.A & B.

B. Pct. 2

1. **AI-66206** Pursuant to Texas Constitution, Article 3, Sect. 52, requesting acceptance and approval of "Public Purpose" for the purchase of miscellaneous items [i.e. printed materials, supplies and other related items] which assist in the Precinct's efforts in disseminating information on road conditions, closures, paving/drainage improvements, educational and health awareness, public safety services and programs affecting the community including, but not limited to, the following upcoming events:
- A. Ribbon Cutting for Pct. #2 - Regional Linear Park Project-Phase I;
 - B. Groundbreaking for Pct. #2 - Swimming Pool Project
 - C. Precinct Project Update Expo
 - D. P2 Comes 2 You Outreach Event
 - E. Community Resource Center's - Numerous Events

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on A to E.

Vote: 5 - 0 – Unanimously

C. Pct. 4

1. **AI-66205** a. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of \$ 1,582.600.00) as submitted by project engineer, L&G Engineering to provide [ROW Map, Schematic, PS&E and Consultant Construction Management Services] as required for ongoing Project Specific: "FM 1925 (from FM 907 (Alamo Rd) East to East of SH 68 (Uresti Street)--(SEG II, Sharp Road Realignment Limits North 5 Miles)" in Hidalgo County Precinct No. 4, under agreement# C-13-336-12-10.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

APPROVED

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$ 1,531,580.00) as submitted by project engineer, L&G Engineering to provide [ROW Map, Schematic, PS&E and Consultant Construction Management Services] as required for ongoing Project Specific: "FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)" within Hidalgo County Precinct No. 4, under agreement# C-15-110-03-31.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

c. Pursuant to Article 14 of professional services agreement Nos. C-13-336-12-10 & C-15-110-03-31 with L&G Engineering, are requesting approval to engage the services of Sub-Contractors (R.O.W. Surveying Services, LLC & Ergonomic Transportation Solutions, Inc.) for services mentioned above on both WA2 & WA3.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

D. Health & Human Services Dept.

1. **AI-66219** Acceptance and approval of the final negotiated contract with H-E-B RXtra Advantage for "Online Pharmacy Billing Services" for the Hidalgo County Health & Human Services Department (subject to submittal of current insurance).

No action taken on this item.

E. Colonia Access Program Pct. 3

1. **AI-66160** A. Acceptance and approval of final construction contract (CC approved to award on 07-03-18) in the amount of \$127,277.50 for contract No. C-CAP-18-168-07-03 for El Flaco Chiquito Subdivision between Hidalgo County and RDH Site & Concrete, LLC as submitted through project engineer Javier Hinojosa Engineering;

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a