

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-16-049-02-16**

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 16th day of February 2016, concerning professional engineering services for the “**Mile 5** project from Taylor Road to FM 2220 (Ware Road)” hereinafter referred to as the “**Project**”; and,

WHEREAS, it has become necessary to amend Work Authorization No. 2 to include the additional scope of work and costs associated with ROW acquisition services of the large outfall parcel #14.

WHEREAS, it has become necessary to amend “*Exhibit D-1 – Estimated Man-hour Breakdown of Work Authorization No. 2*”. The Estimated Cost from the original Work Authorization No. 2 will increase from \$1,088,648.18 to \$1,118,910.58; therefore the amount of Supplemental No. 2 is an increase of \$30,262.40.

A. AGREEMENT

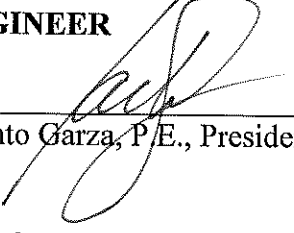
NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Sections of the Agreement, **EXHIBIT B** – “SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER”, **EXHIBIT D-1** – “ESTIMATED MAN-HOUR BREAKDOWN”, are revised to reflect the above listed modifications of this Supplemental.

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

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2021.

**THE ENGINEER:
ENGINEER**

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

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Richard Cortez, County Judge

LIST OF EXHIBITS:

LOCATION MAP

EXHIBIT A – “Services to be provided by the County”

EXHIBIT B – “Services to be provided by the Engineer”

EXHIBIT C – “Work Schedule” (Omitted)

EXHIBIT D-1 – “Estimated 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 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

CONTROL: CSJ: 1064-01-043 ROW CSJ: 1064-01-047

PROJECT/DESCRIPTION: Right-of-Way Acquisition

LENGTH: 1 Parcel

HIGHWAY: Mile 5 (FM 676) WA#2

LIMITS: From Taylor Rd to FM 2220 (Ware Rd)

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 13 - FC 600 – ACQUISITION PROVIDER SERVICES

(for EST. 1 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
		1) PROJECT ADMINISTRATION
<u>YES</u>	<u>NO</u>	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
<u>YES</u>	<u>NO</u>	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY facilities
		(2) Open during normal COUNTY 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.
<u>YES</u>	<u>NO</u>	c) Overhead Costs
		i) Administrative costs
<u>YES</u>	<u>NO</u>	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.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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:		
<u>ENGINEER</u>	<u>LPA</u>	
		3) APPRAISAL
<u>YES</u>	<u>NO</u>	a) Appraiser may be selected from TxDOT's Department Certificate for Professional Real Estate 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.
<u>YES</u>	<u>NO</u>	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY. Maintain permission letters with appraisal reports.
<u>YES</u>	<u>NO</u>	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY forms.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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 COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	f) As necessary, prepare written notification to COUNTY of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
<u>YES</u>	<u>NO</u>	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by COUNTY.
<u>YES</u>	<u>NO</u>	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 COUNTY.
<u>YES</u>	<u>NO</u>	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	a) Review Appraiser may be selected from TxDOT's from TxDOT's Department Certificate for Professional Real Estate 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.
<u>YES</u>	<u>NO</u>	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	c) Prepare and submit to COUNTY 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:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	5) APPRAISAL UPDATES
		a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	b) As necessary, prepare written notification to COUNTY 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 COUNTY.
<u>YES</u>	<u>NO</u>	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 COUNTY.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
<u>YES</u>	<u>NO</u>	6) NEGOTIATION, TASKS AND FEES (Negotiations of Providers must be licensed as either a broker or sales agent under the Real Estate License Act)
		a) Analyze appraisal and appraisal review reports and confirm the COUNTY's approved value prior to making offer for each parcel.
<u>YES</u>	<u>NO</u>	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
<u>YES</u>	<u>NO</u>	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY on applicable COUNTY forms.
<u>YES</u>	<u>NO</u>	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
<u>YES</u>	<u>NO</u>	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).
<u>YES</u>	<u>NO</u>	f) Respond to property owner inquiries verbally and in writing within two business days.
<u>YES</u>	<u>NO</u>	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:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
<u>YES</u>	<u>NO</u>	i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY policy and procedures.
<u>YES</u>	<u>NO</u>	j) Prepare final offer letter, documents of conveyance as necessary.
<u>YES</u>	<u>NO</u>	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
<u>YES</u>	<u>NO</u>	n) The consultant estimates 20% of the parcels to be acquired through the condemnation proceedings. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
<u>YES</u>	<u>NO</u>	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 COUNTY for acceptance by the COUNTY.
<u>NO</u>	<u>NO</u>	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)
<u>NO</u>	<u>NO</u>	b) L&G will provide advisory services to business displacements and relocate them effectively.
<u>NO</u>	<u>NO</u>	c) COUNTY will review, approve and pay for all relocation costs as per the Agreement.
<u>YES</u>	<u>NO</u>	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 LPA

- 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.
- YES NO
- 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

Services
Provided By:
ENGINEER LPA

- 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:

- | | | |
|-----------|-----------|--|
| <u>NO</u> | <u>NO</u> | a) Preliminary Design Consultations <ul style="list-style-type: none">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. |
| <u>NO</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none">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. |
| <u>NO</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none">i) Provide project schedule.ii) Request schedules for utility adjustments.iii) Identify who is responsible for utility process. |
| <u>NO</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none">i) Request Documents.ii) Coordination of data on maps and citation of property interest documents.iii) Confirm utilities are within easements. |
| <u>NO</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none">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. |
| <u>NO</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none">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

Services
Provided By:
ENGINEER LPA

11) PAYMENT SCHEDULE

- | <u>YES</u> | <u>NO</u> | |
|------------|-----------|---|
| | | 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 LPA 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

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>
Right-of-Way Acquisition	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 Approachs 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 |

**REVISED EXHIBIT D-1
WA#2 ~ FEE PROPOSAL
For Supplemental #2**

**Mile 5 (FM 676) Project
Taylor Road to FM 2220 (Ware Road)
HIDALGO COUNTY PRECINCT #4**

SUPPLEMENTAL #1 TO WA#2 (CHANGE OF SURVEYOR FROM ROWSS TO QHA)		MANHOURS						Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	
TASK								
WA #2 - Mile 5 ~ PS&E, Design Surveying & Eng. Consultant Construction Management								
1	Project Management	65	115	130		32.96	\$ 52,756.84	
2	Coordination and Management of Subconsultant for Field Surveys & SUE	18	26	40		10.1	\$ 14,163.80	
2a	SUB: Field Surveys for Design and Construction	(See fee breakdown on D-1 Page 2 from QHA)						\$ 30,000.00
2b	SUB: Field Surveys for Outfalls	(See fee breakdown on D-1 Page 2 from QHA)						\$ 7,500.00
2c	SUB: SUE Potholes for Utilities	(See fee breakdown on D-1 Page 2 from QHA)						\$ 6,250.00
3	PS&E Development Roadway & Bridge	600	860	650	840	15.5	\$ 444,000.40	
4	Bridge Layout and Scour Report for approval by TxDOT (Bridge Division)	86	220	286	388	60.4	\$ 135,000.04	
5	Geotechnical design for Bridge foundation and pavt design	40	60	80	150	19.1	\$ 45,004.04	
6	Traffic Signal Warrants & Design Support ~ Coordination and Management of Subconsultant for Traffic Signal Warrants & Design	10	26	38		4	\$ 11,844.44	
6a	SUB: Signal Design, Adjustments & Warrants (Signals at Bensten and Taylor Road)	(See fee breakdown on Page 3 & 4 of 4 from ETSI)						\$ 50,523.46
7	Engineering Fee to Create 1 set of Plans and Submit through TxDOT	40	60	160	260	18.75	\$ 66,002.10	
8	Permitted Utilities Coordination to adjust	66	186	330	180	20.2	\$ 108,001.24	
10	Eng Consultant Construction Management (18 months)	40	120	360	418	16.25	\$ 117,601.82	
Subtotal Hours		965	1673	2074	2236	197.2576	7145.2576	
Hourly Base Rate		\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)		\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
Total Labor Costs		\$ 204,001.00	\$ 293,042.68	\$ 269,329.64	\$ 216,087.04	\$ 11,914.36	\$ 994,374.72	

SUPPLEMENTAL #1 TO WA#2 TO CHANGE SURVEYOR FROM ROWSS TO QHA) \$ -

Total Project Fee (Work Authorization #2): \$1,088,648.18

SUPPLEMENTAL #2 TO WA#2		MANHOURS						Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	
TASK								
SUPPLEMENTAL No. 2 to WA #2 - Mile 5 ~ PS&E, Design Surveying & Eng. Consultant Construction Management								
1	Right-of-Way Acquisition Services (See D-1 Page 2 of 2)						\$ 14,800.00	
2	Project Management	10	19	14			\$ 7,260.08	
3	Coordination with TxDOT/MPO to assure \$1M CAT 7 is placed on TIP for ROW Acquisition Reimbursements	5	16			8	\$ 4,342.76	
4	Execution of a new Off System AFA for reimbursement of CAT 7 for the cost of outfall ROW	5	16				\$ 3,859.56	
Subtotal Hours		20	51	14	0	8	93	
Hourly Base Rate		\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)		\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
Total Labor Costs		\$ 4,228.00	\$ 8,933.16	\$ 1,818.04	\$ -	\$ 483.20	\$ 15,462.40	

Total Project Fee (to include Supplemental #2 to Work Authorization #2): \$1,118,910.58

EXHIBIT "D-1"
FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

FM 676

Limits: From Taylor Road to FM 2220 (Ware Road)

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D "Fee Schedule" of the contract. The parcel are estimated from the approved Schematic and Right of Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct.4 on a percent complete basis as approved by Hidalgo County Pct. 4. L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by Hidalgo County Pct. 4. The Parcel will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcel. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
1	\$4,250.00	\$2,100.00	\$3,250.00	\$900.00		\$4,000.00	\$300.00		
Sub Total of Tasks	\$4,250.00	\$2,100.00	\$3,250.00	\$900.00	*	\$4,000.00	\$300.00	**	\$14,800.00

(*) Appraisal Update costs included in Project Administration.

(**) Relocation assistance cost are not included in this proposal.

• Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.