

HIDALGO COUNTY
Professional Engineering Services
Contract # C-17-088-04-05
Work Authorization Form

WORK AUTHORIZATION NO. 3

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 ROW Staking and Compensable Utility Coordination for the Nolana Loop Project (from FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd)).

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$175,711.12**. 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** of the Agreement.

PART 4. FUNDING

This Work Authorization No.3 shall be funded through funding source:

Account No. _____

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 2**, Commissioner Eduardo "Eddie" Cantu, as to content and detail of this **Work Authorization No. 3**.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

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

**THE ENGINEER:
L&G ENGINEERING**

By: Jacinto Garza, P.E.
President

**THE OWNER:
HIDALGO COUNTY**

By: Richard F. Cortez,
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

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 – Fee Schedule

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

The following provides an outline of the services to be provided by the **Owner** in the development of the proposed improvements to Nolana Loop located within both the City of San Juan and Hidalgo County Jurisdiction, and within the limits of FM 1426 (Raul Longoria Rd.) and FM907 (Alamo Rd.) 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 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: Right-of-Way Staking & Compensable Utility Coordination

LENGTH: 2.19 Miles

HIGHWAY: Nolana Road

LIMITS: from FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd.)

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.

LPA shall mean Hidalgo County.

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

Services
Provided By:
ENGINEER COUNTY

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

YES NO 5. Survey and Stake Right-of-Way

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

YES NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(Services to be provided by L&G Engineering)

1) 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:

- YES NO 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.
- YES NO 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.
- YES NO 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.
- YES NO 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.
- YES NO 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.
- YES NO 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

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)




PROJECT DEVELOPMENT SCHEDULE

WA#3 ~ Nolana Loop Project

From FM 1426 (Raul Longoria Rd) To FM 907 (Alamo Rd)

Length = 2.19 miles

TASK AND DESCRIPTION	FIRM	2021				2022				2023			
		SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
ROW Staking													
ROW Staking & Easement Totals	L&G												
Compensable Utilities Coordination & Adjustments													
Compensable Utilities Coordination & Adjustments	L&G												
Irrigation District #2 Coordination & Adjustments	L&G												
Meetings and Coordination	L&G												

 L&G FUNCTION
 TXDOT FUNCTION
 HIDALGO COUNTY FUNCTION

**EXHIBIT D
FEE SCHEDULE**

**Nolana Loop Project - WA #3
Segment 1 ~ FM1426 (Raul Longoria Rd.) to FM907 (Alamo Rd.)
HIDALGO COUNTY PRECINCT #2**

		MANHOURS						L&G TOTAL HOURS	Total Line Item Cost
		Senior Project Manager	Senior Engineer	Right-Of-Way Administrator	Right-Of-Way Negotiator	Admin / Clerical	Lump Sum / Sub-Contract Amounts		
FY2018 CONTRACT RATE		\$ 204.04	\$ 169.06	\$ 128.26	\$ 102.02	\$ 58.30			
WA #3 - Nolana Loop Project ~ ROW Staking - Easement Totals									
1	Compensable Utilities Coordination & Adjustments (w/ NAWSC, Tennessee Pipeline, STEC)	200		460		250		910	\$ 114,382.60
2	Irrigation District #2 Coordination & Adjustments (Parallel line)	80		160				240	\$ 36,844.80
3	Sub Management	2	4			4		10	\$ 1,317.52
3a	SUB: ROW Staking	SEE D-1 FOR COST BREAKDOWN					\$ 9,000.00		\$ 9,000.00
4	Meetings & Coordination	30	40			22		92	\$ 14,166.20
TOTAL HOURS		312	44	620	0	276	\$ 9,000.00	1252	
								SUB-TOTAL	\$ 175,711.12

Total Project Fee (Work Authorization #3): \$175,711.12



EXHIBIT D-1
KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS

2614 DOVE AVE. MISSION, TEXAS 78574
(956) 458-8391
TBPELS FIRM NO. 10194676

August 12, 2021

Reza Badiozzamani
L&G Engineering
900 S. Stewart Rd. Ste. 3
Mission, Tx 78572
(956) 585-1909

Re: Nolana Loop ROW Staking - Easement Totals

Dear Mr. Badiozzamani:

Kane Lindsey LLC (Sub-consultant) appreciates the opportunity to submit this proposal for professional surveying services for the above referenced project in Hidalgo County, Texas. Services shall be provided under the direct supervision of a Texas Registered Professional Land Surveyor and shall be in accordance to the Texas Board of Professional Engineers and Land Surveyors Acts and Rules, with minimum requirements met for a Texas Society of Professional Land Surveyors (TSPS) Category 6 survey.

Our Scope of Services includes the following:

I. Right of Way Staking (Construction Staking) \$7,000

Sub-consultant shall provide staking along proposed right of way lines at parcels 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23. Sub-consultant shall place a stake/ wood lath at all PI, PC, PT and intersection points. Stakes shall be placed at 50' intervals along curves and 100' intervals along tangent lines.

II. STEC Easements \$2,000

Sub-consultant shall review and provide square footage calculations of STEC easement interest within right of way takings for Parcels: 5, 7, 10, 11, 12, 13, 15, and 16. A encumbrance percentage of STEC (STEC easement area/ Parcel overall area) interest to overall parcel acquisition area to be calculated and provided to Client. An excel table detailing calculations to be delivered.



KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS

2614 DOVE AVE. MISSION, TEXAS 78574
(956) 458-8391
TBPELS FIRM NO. 10194676

Schedule:

Services to be completed within 10 business days from Notice to Proceed.

Items Provided by Client:

- Signed and sealed parcel exhibits
- ROW Map completed by Others
- Final Topography and ROW files
- Right of Entry
- Title Reports

Items Excluded from Proposal:

- Boundary surveying
- Topography Surveying
- Below ground utility locations
- Abstracting

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Kurt Schumacher, RPLS
President
Kane Lindsey, LLC
(956) 458-8391
kurt@kanelindsey.com



KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS

2614 DOVE AVE. MISSION, TEXAS 78574
(956) 458-8391
TBPELS FIRM NO. 10194676

August 12, 2021

Reza Badiozzamani
L&G Engineering
900 S. Stewart Rd. Ste. 3
Mission, Tx 78572
(956) 585-1909

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KANE - LINDSEY LLC

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We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Kurt Schumacher, RPLS
President
Kane Lindsey, LLC
(956) 458-8391
kurt@kanelindsey.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2021-807732

Date Filed:
 09/30/2021

Date Acknowledged:

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

L&G 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 Precinct No. 2

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.

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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sandoval, P.E. , Armando J	Mercedes, TX United States		X
	Garza, P.E., 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 30 day of September 2021.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)