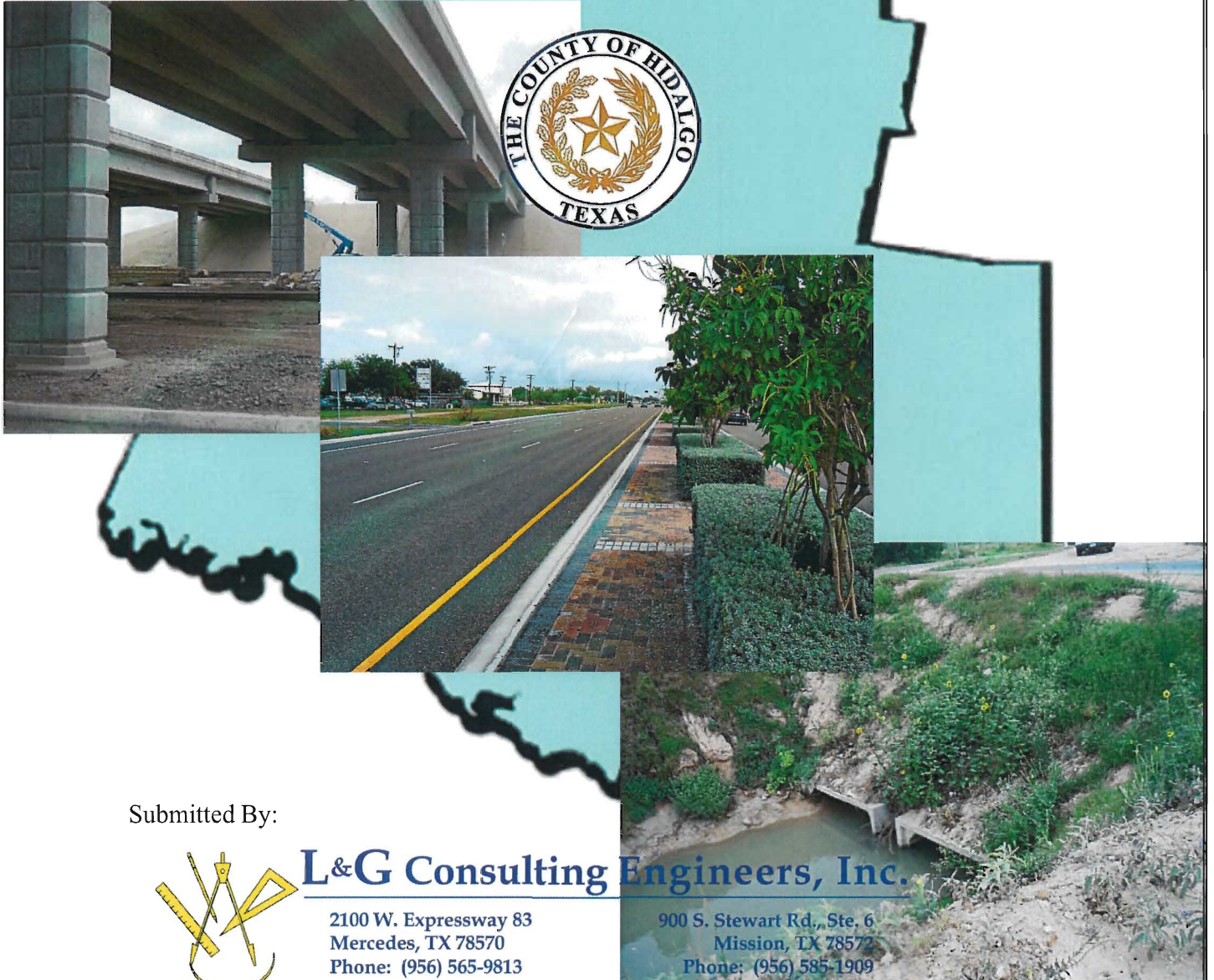


# STATEMENT OF QUALIFICATIONS

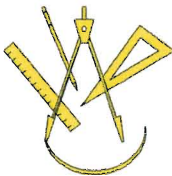
for

## Professional Engineering Services Pool - Hidalgo County

RFQ No. 2021-0786-02-23-HGO



Submitted By:



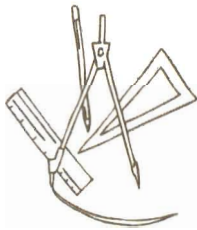
**L&G Consulting Engineers, Inc.**

2100 W. Expressway 83  
Mercedes, TX 78570  
Phone: (956) 565-9813  
Fax: (956) 565-9018  
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste. 6  
Mission, TX 78572  
Phone: (956) 585-1909  
Fax: (956) 585-1927  
Toll Free: (866) 585-1909

Firm No. F-4105

Submitted to Hidalgo County:  
Opening Date: February 23, 2022,  
at 2:00 p.m.



February 23, 2022

Mr. Eduardo Belmarez, MBA, CPM, Purchasing Director  
Attn: Heidi Garcia Ortiz  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**RE: Sealed Submission for 2022 Pools of Professional Services  
RFQ No. 2021-0786-02-23-HGO "Pool of Professional Engineers"**

Dear Mr. Belmarez:

On behalf of L&G Consulting Engineers, Inc. (dba L&G Engineering) I am pleased to present our qualifications in response to the subject referenced procurement.

L&G Engineering is ready to assist the County of Hidalgo in all its Engineering Service needs. Our company will provide quality services that are functional, cost-effective and serve the needs of the traveling public.

As prime provider, L&G Engineering will:

- have sole contractual responsibility with Hidalgo County
- perform 100 percent of the major items of work
- manage sub-consultants utilized for minor items of work

L&G Engineering has extensive Engineering Services knowledge and experience. L&G Engineering appreciates the opportunity to offer our services to the County of Hidalgo.

For any questions or clarifications you may have regarding this proposal please don't hesitate to contact Mr. Armando J. Sandoval, P.E. at (956) 585-1909, or by email at [asandoval@lgengineers.com](mailto:asandoval@lgengineers.com).

For any contract information or clarifications please don't hesitate to contact me at (956) 565-9813 or by email at [jacinto@lgengineers.com](mailto:jacinto@lgengineers.com). We appreciate your consideration and look forward to serving your Engineering Service's needs.

Sincerely,

**L&G Engineering**

  
Jacinto Garza, P.E.  
CEO/Project Manager



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing/](http://www.co.hidalgo.tx.us/purchasing/)

January 31, 2022

L&G Consulting Engineers, Inc.

Company Name

Jacinto Garza, P.E.

Authorized Representative

2100 W. Expressway 83

Address

Mercedes, Texas 78570

City, State

Zip Code

**RE: HIDALGO COUNTY - REQUEST FOR QUALIFICATIONS  
RFQ NO.: 2021-0786-02-23-HGO – Pool of Professional Engineers**

Dear Prospective Offeror:

Enclosed you will find the procurement packet for the above-referenced project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements, and specifications.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Eduardo Belmarez, MBA, CPM  
Hidalgo County Purchasing Director

EB/hgo

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• State of Texas Certifications		
○ Corporation Certificate		
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• Radioactive Material License		

**UNDERSTANDING OF THE PROJECT**

Hidalgo County is seeking to contract with a competent engineering firm, registered and licensed in the State of Texas with experience in the following areas:

- *Roadway, Bridge and General Design and Construction*
- *Federal, State and County-Funded Construction Projects*

**L&G Engineering (L&G)** expects the majority of the proposed work to involve transportation related projects; developing some projects from “cradle to grave” and completing others that have been started.

We understand that the type of funds used on each specific project will dictate a large amount of the project’s constraints such as specifications, design requirements, and the amount of resource agency coordination necessary. State and federally funded projects will obviously require a larger amount of resource agency coordination and more stringent design and construction requirements compared to projects funded solely with county funds; however, county-funded projects have the advantage of being able to be completed on an accelerated schedule if needed. Regardless of the type of funding for a particular project, the following four types of engineering services will generally be required.

- **Advanced Project Development (APD)**
  - *Route and Design Studies*
  - *Social, Economic, Environmental Studies, and Public Involvement*
  - *Right of Way Maps and Data and Design Surveying*
  - *Compensable Utilities (Utility Exhibits & Adjustments)*
- **ROW Acquisition / Design and Plans, Specifications, and Estimate (PS&E)**
  - *Right of Way Acquisition (As Needed)*
  - *Roadway Design & Bridge Design*
  - *Drainage & Hydraulic Reports*
  - *Traffic Control Plan/Signing, Markings and Signalization*
  - *Plans, Specifications, and Estimates and Bid Preparation*
- **Construction Contract Management & Inspection**
  - *Construction Materials Engineering and Testing*
  - *Design for New Construction and Alterations/Renovations*
  - *Needs Assessment and ADA compliance*
  - *Code Analysis and Cost Estimating*
- **Geotechnical and Special Services**
  - *Soil and Foundation studies*
  - *Pavement Design*
  - *Water & Solid Waste Retention/Disposal*

**Advanced Project Development (APD)**

The APD portion of the project involves conducting the preliminary studies and research necessary to make informed decisions about the various aspects of the project. Route and design studies involve the development of different alternatives to achieve the desired result. These alternatives are compared to each other within a matrix on the basis of various environmental, social, and economic as well as political factors and the alternative that results in the least amount of adverse effects and/or the greatest amount of benefit to the general public is selected as the preferred alternative.

There are several types of information gathered during this phase of project development and one of the first is surveying information. During the route study phase, only general surveying information is gathered. A land ownership map can be developed for use in placing alternative alignments and sporadic elevations can be obtained to determine the general lay of the land. An aerial photograph of the project location can also be obtained for use during the public involvement phase. Once a preferred alternative is selected, then design surveys are completed and used for the design of the proposed facility. A digital terrain model is developed and topographic information is gathered on existing features.

The Right of Way information that is gathered during this phase will also be used during the acquisition of ROW. Parcel sketches and ROW map are developed by a registered public land surveyor and turned

over to the acquiring agency only after a FONSI has been issued, in the case of state or federally funded projects, or after the County feels that a preferred alternative exists. The parcels are appraised and negotiations with the property owners begin.

Environmental information is also gathered during this portion of the project. Any “fatal flaws” such as cemeteries, parks, or hazardous material dump sites, that might exist within the project limits are identified and mapped accordingly to attempt to avoid affecting them. Also, any potentially occurring endangered species are identified and an evaluation is made whether any habitat is present within the project. If so, each alternative’s effects on that habitat are evaluated. Also, noise and air quality analyses are performed on a qualitative basis for each alternative and the project’s effect on the social environment is also evaluated. All of this is used to help select the preferred alternative.

#### **ROW Acquisition / Design and Plans, Specifications, and Estimate (PS&E)**

Once a preferred alternative is selected and presented at a public hearing, then a design schematic is developed as a precursor to the development of the construction plans. The primary purpose of the Plans, Specifications, and Estimate (PS&E) is to provide a complete and accurate set of contract bid and construction documents. Accuracy is essential in that this will allow for (a) prospective bidders to prepare a cost-effective bid, (b) for construction of the project to be performed efficiently, and (c) for a record of “as-built” of proposed roadway improvements.

Some of the projects may require additional Right of Way based on the typical section being proposed. Our Right of Way (ROW) Section will provide comprehensive acquisition provider services. Services include right of way map and field note review, coordination of parcel identification, appraisals and appraisal review, negotiations, title curative matters, closing services, relocation assistance of residential and business displacements, condemnation support and project administration. All ROW Acquisition services will be done in accordance with Titles II & III of the Federal Uniform Act as amended. Records of this process will be kept in an organized fashion so that the Federal Highway Administration (FHWA) can conduct an audit to determine Uniform Act compliance, if necessary.

These roadway projects may require the preparation of a PS&E package, which will be developed in accordance with applicable County and TxDOT specifications and requirements. Guidelines and requirements include the TxDOT “**Roadway Design Manual**”, the TxDOT “**Bridge Design Guide**” and “**Bridge Detailer’s Manual**”, the TxDOT “**Hydraulic Design Manual**”, AASHTO “**Roadside Design Guide**” and **Specifications for Streets and Bridges**”, EPA “**Stormwater Management Requirements**”, TxDOT **Project Development Process Manual (PDP)**”, the “**Texas Manual of Uniform Traffic Control Devices**” and the various Hidalgo County and/or TxDOT roadway, traffic, and bridge CADD standards.

Preliminary reports might be required by TxDOT or FHWA such as bridge scour reports, preliminary bridge layout submittals and hydraulic reports. Preliminary meetings, such as a preliminary concept conference where all major stakeholders are invited, and the general purpose/need for the project is discussed are important steps in developing the required design criteria. TxDOT “PDP” and AASHTO’s “Policy on Geometric Design of Highways and Streets” are used to develop the final criteria. The design criteria is essentially refined from the APD stage and is based on ADT, terrain type, and design speed, from which are determined the cross-sectional geometrics such as lane width, medial type/width, shoulder width, bridge width, side slopes/ditch section, obstruction clearance, and ROW width. The criteria for horizontal (max curve) and vertical (max grade) roadway alignment must also be determined.

With respect to hydraulic design, a preliminary site evaluation, including identifying topo/existing ROW, drainage areas, primary/secondary drainage systems, FEMA flood plain requirements, and mitigation issues is conducted to determine possible solutions to the various design problems. We will strive to gather data via on-site investigations to ensure PS&E production is based on accurate and thorough information. This assures sufficient identification of flow patterns, which produces accurate calculation of time of concentration and peak run-offs. The gathering of this on-site information

guarantees accurate water surface elevations, as well as thorough knowledge of the flows of the outfall channels. These pro-active on-site investigations target flow obstructions such as channel and roadways, which alter natural drainage patterns which may require mitigation.

Early coordination of project outfall and crossing locations with respective controlling agencies will be essential in determining each project's drainage requirements. In accordance with the TxDOT "Hydraulic Manual", the existing and proposed sections will be checked for conveyance of the 100 year storm, culverts will be designed for 25 years and inlets and pipes for 2 years and 5 years respectively, depending on the functional classification of the roadway facility. A drainage study will be performed to determine proposed roadway impacts, drainage areas, discharges, FEMA floodway requirements, mitigation issues, culvert locations and sizes, capacity of the existing and proposed structures, design frequency, flow, tail water and headwater elevations for design and 100-year flood velocities, and anticipated overtopping of the roadway.

Traffic Control Plan (TCP) documents are included in projects where it is necessary to maintain traffic through the project during construction. Safety is the primary concern when it comes to the development of the TCP. The plans, specifications and estimates together constitute the bidding documents and are thoroughly reviewed for correctness and errors.

### **Construction Contract Management, Inspection & Material Testing**

Construction contract management involves the inspection of construction methods and materials to ensure compliance with the plans and specifications. Construction inspection is a vitally important part of the project. A daily presence at the job site and constant communication with the Contractor as well as adequate amounts of CMT are key elements to a successful construction contract management program and successful construction of a project. There are several different tests that are needed to ensure proper construction methods and materials are being used. The most common is the Moisture-Density test, or Proctor Test. This test determines the moisture density curve of a material used to establish maximum density at a given optimum moisture condition. This is used in tandem with Field Density testing for roadbed materials typically completed through use of Nuclear Density Machine. ACP and concrete testing for quality assurance are equally important as well. Density testing and ACP testing allows for establishment of ACP rolling patterns and confirmation of compaction requirements. Other tests that are most typical in construction include, but are not limited to, the determination of Atterberg Limits, Sieve Analyses, Extraction/Sieve Analysis/Asphalt Content, Concrete Compression Tests, and Concrete Slump Tests.

### **Geotechnical and Special Services**

Geotechnical drilling is typically completed through our in-house drilling rigs and we have capabilities for both Texas Cone Penetrometer (TCP) and Standard Penetration Testing (SPT) testing. We are familiar with all current test procedures for laboratory testing of materials from ASTM and TxDOT and our laboratory is accredited by AASHTO/AMRL. Our Geotechnical engineering services include, but are not limited to, foundation analysis and design (bearing capacity, settlement, deep foundations, etc.), earth structure analysis, slope and global stability analysis, retention systems analysis, soil stabilization, pavement analysis and design. We are very familiar with the local geographic area. All of our task leaders have worked for TxDOT Pharr District and have gained a thorough understanding of the unique problems that we are faced with in Hidalgo County. One such item is the lack of any appreciable relief in the topography of the area. This problem is less prominent towards the western part of the county, but is a factor toward the middle and eastern portions of the county. The flat nature of the land causes runoff to drain slowly and can require the use of detention basins to prevent flooding problems. One unique quality of Hidalgo County that is beneficial is the presence of large amounts of material suitable for use in highway construction. Caliche pits are abundant in the western part of the county and that helps lower the construction costs of projects compared to other parts of the state.



## **LEGAL NOTICE**

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## LEGAL NOTICE DECLARATION

**TO:** Eduardo Belmarez, MBA, CPM, Purchasing Director  
**ATTN:** Heidi Garcia Ortiz, Contract Specialist III  
Hidalgo County Administration Building/Purchasing Department  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**RE:** RFQ No. 21-0786-02-23-HGO 2022 Pool of Professional Engineers

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.


We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: L&G Consulting Engineers, Inc.  
Address: 2100 W. Expressway 83  
Printed Name: Jacinto Garza, P.E.  
Title: President/CEO  
Signature:  Date: 2-23-2022

**APPENDIX “A”  
REQUIREMENTS**

**HIDALGO COUNTY**  
(Including all funding sources, programs, and entities)  
**REQUEST FOR QUALIFICATIONS (RFQ)**

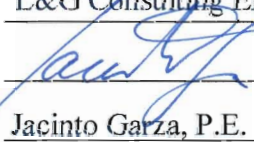
**“PROFESSIONAL ENGINEERING SERVICES POOL”**

**RFQ No.: 2021-0786-02-23-HGO**

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**PROCUREMENT FORM  
AREAS OF SPECIALIZATION  
HIDALGO COUNTY  
PROFESSIONAL ENGINEER SERVICES POOL  
RFQ NO: 2021-0786-02-23-HGO**

Name and Address of Firm:	<u>L&amp;G Consulting Engineers, Inc.</u> <u>2100 W. Expressway 83</u> <u>Mercedes, Texas 78570</u>		
Principals of Firm and Titles:	<u>Jacinto Garza, P.E. - President/CEO</u> <u>Armando J. Sandoval - Vice-President</u>		
Firm's Registration No.:	<u>F-4105</u>		
<b>Area of Specialization – <i>Specialized engineering services must be provided by an in-house engineer:</i></b>			
<input checked="" type="checkbox"/>	Civil Engineering		Electrical Engineering
<input checked="" type="checkbox"/>	Structural Engineering	<input checked="" type="checkbox"/>	Highway Engineering
<input type="checkbox"/>	MEP Engineering (Mechanical/Electrical/Plumbing)		
<input type="checkbox"/>	Mechanical Engineering		
<input checked="" type="checkbox"/>	Environmental Engineering		
<input type="checkbox"/>			
<input type="checkbox"/>			
<b>Local References (Rio Grande Valley) List Four (4) Only:</b>			
Reference #1: <u>Judy Thurman, P.E. - Project and Program Manager for Michael Baker</u>			
Reference #2: <u>Raul Sesin, P.E. HCDD No. 1 - General Manager (956) 292-7080</u>			
Reference #3: <u>Pete Speulveda Jr. - Cameron County Administrator (956) 982-5414</u>			
Reference #4: <u>Preçinct #1 Commissioner David Fuentes (956) 968-8733</u>			
<b>Recent Projects (Within Two [2] Years) List Four (4) Only:</b>			
Project #1: <u>I2 / I69 Interchange Project (Design-Build)</u>			
Project #2: <u>Mission Lateral Project</u>			
Project #3: <u>US 77/83 South Parallel Corridor Phase I &amp; II</u>			
Project #4: <u>Mile 6 Project</u>			

Submitted By: L&G Consulting Engineers, Inc.  
Signature:   
Typed Name: Jacinto Garza, P.E.



## **APPENDIX C**

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### **INSURANCE REQUIREMENTS**

# INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Jacinto Garza, P.E., authorized representative for L&G Consulting Engineers, Inc.  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of certificate of insurance.

  
\_\_\_\_\_  
Authorized Representative

2-23-2022  
\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST BE ACCOMPANY YOUR RESPONSE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2021

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 have ADDITIONAL INSURED provisions or 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 Shepard Walton King Insurance Group 121 West Pecan Blvd. McAllen, TX 78501	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext): (956) 682-2841		INSURER A : CHARTER OAK FIRE INSURANCE COMPANY, THE		25615
	E-MAIL ADDRESS: mail@swkins.com		INSURER B : Travelers Indemnity Company Of America		25666
			INSURER C : Travelers Property Casualty Insurance Company Of America		25674
			INSURER D : Texas Mutual Insurance Company		22945
			INSURER E : Great Midwest Insurance Company		18694
			INSURER F : Westchester Surplus Lines Insurance Company		10172

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			630-1R280973	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1R286210	7/19/2021	7/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			CUP-1R288018	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001309560	7/19/2021	7/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Prof. Liability			AE-GM-0000252-00	7/19/2021	7/19/2022	Limit-Per Claim/Aggr \$ 5,000,000
F	<input checked="" type="checkbox"/> Pollution Liability			G73579806 001	7/19/2021	7/19/2022	Limit - Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability  
 CGD2460419 Blanket Additional Insured- Contractors (includes Products-Completed Operations if Required by Contract)  
 CGD3790219 Xtend Endorsement for Architects, Engineers & Surveyors (includes Blanket Waiver of Subrogation)

Auto  
 CAT353 02 15 Business Auto Extension Endorsement (Blanket Additional Insured, Blanket Waiver of Subrogation)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
L&G Consulting Engineers Inc dba L&G Engineering 2100 W Expressway 83 Mercedes, TX 78570	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 Shepard Walton King Insurance Group



## ADDITIONAL REMARKS SCHEDULE

AGENCY Shepard Walton King Insurance Group		NAMED INSURED L&G Consulting Engineers Inc.; L&G Engineering Laboratory LLC 2100 W Expressway 83 Mercedes, TX 78570	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Workers' Compensation

WC420304B Waiver of Subrogation - Blanket

Texas Partners, Officers and Others Exclusion - Jacinto Garza, Pres.; Armando Sandoval, VP,

## Umbrella

Excess over general liability, auto liability, employers liability

## Professional Liability:

Claims Made Policy Form

Retroactive Date: 07-23-01

For Insurance Purposes

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Jacinto Garza, P.E., possess all of the **APPLICABLE**:

1. Licenses: Professional Engineering #68941

2. Bonds: \_\_\_\_\_ \*Attached in Legal

3. Certificates: Incorporation (01634729), Registration (F-4105), HUB (1743007928900) Documents

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_  
necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

**\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

  
\_\_\_\_\_  
Authorized Signature

2-23-2022  
\_\_\_\_\_  
Date

L&G Consulting Engineers, Inc.  
\_\_\_\_\_  
Company

2100 W. Expressway 83  
\_\_\_\_\_  
Address

Mercedes, Texas 78570  
\_\_\_\_\_  
City, State, Zip



## **APPENDIX D**

---

### **CONFLICT OF INTEREST QUESTIONNAIRE**

# CIQ FORM

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

L&G Consulting Engineers, Inc.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

N/A  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
Signature of vendor doing business with the governmental entity

2-23-2022  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**FORM 1295**

# 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:  
2022-850179

Date Filed:  
02/14/2022

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

**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.**

RFQ No. 2021-0786-02-23-HGO  
HIDALGO COUNTY "Pool of Professional Engineers"

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

5 Check only if there is NO Interested Party.

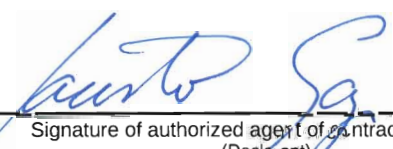
**6 UNSWORN DECLARATION**

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

My address is 2100 W. Expressway 83, Mercedes, Texas, 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 23rd day of February, 20 22.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



## **APPENDIX E**

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### **VENDOR ENROLLMENT SOLUTION and HUB DECLARATION**

# VENDOR ENROLLMENT SOLUTION

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## VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: <https://www.hidalgocounty.us>, Home > Departments > Purchasing > Potential Vendors, or by using the link: <https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>.



# ConsiderMe

A Vendor Enrollment Solution



Register → Get Listed → Be Considered

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at [vendor.application@co.hidalgo.tx.us](mailto:vendor.application@co.hidalgo.tx.us).

---

**For new Vendors:**

As part of your procurement packet response, a copy of the confirmation email received is required.

**For Current Vendors:**

If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: 280046

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

# HUB DECLARATION

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other Texas Comptroller of Public Accounts

Indicate Certification No(s): 1743007928900 or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1743007928900
File/Vendor Number:	006240
Approval Date:	07-APR-2021
Scheduled Expiration Date:	07-APR-2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that  
**L & G CONSULTING ENGINEERS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-APR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program  
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

# W-9 FORM

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>L&amp;G Consulting Engineers, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>dba L&amp;G Engineering</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>2100 W. Expressway 83</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Mercedes, Texas 78570</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	OR
<b>Employer identification number</b>	
7 4 - 3 0 0 7 9 2 8	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>2-23-2022</b>
------------------	----------------------------	-------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## **APPENDIX F**

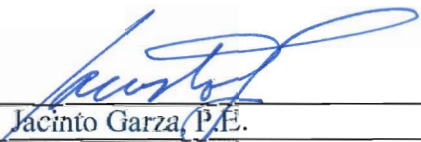
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CERTIFICATION REGARDING DEBARMENT

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Jacinto Garza, P.E.  
Title: President/CEO  
Telephone Number: (956) 565-9813  
Date: 2-23-2022

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**SAM.gov REGISTRATION  
ACKNOWLEDGEMENT**

**L & G CONSULTING ENGINEERS, INC.** ● Active Registration

**DUNS** Unique Entity ID 830780321  
CAGE Code 7SH97  
Physical Address 2100 W EXPY 83, Mercedes, TX 78570 USA

**SAM** Unique Entity ID CHMUBEM7YX48

Entity  
Expiration Date Feb 11, 2023  
Purpose of Registration All Awards

**L & G CONSULTING ENGINEERS, INC.**

<b>DUNS</b> Unique Entity ID 830780321	Registration Status <b>Active</b>	Expiration Date Feb 11, 2023
<b>SAM</b> Unique Entity ID CHMUBEM7YX48	Purpose of Registration <b>All Awards</b>	
CAGE/NCAGE 7SH97		
Physical Address 2100 W EXPY 83 Mercedes, Texas 78570-9764, United States	Mailing Address 2100 W. Expressway 83 Mercedes, Texas 78570-9764, United States	

\*The DUNS number is currently the official Unique Entity ID



## **Appendix H**

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### **REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD**

## **2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

***If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.***

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

### **1. Remedies.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

### **2. Termination for Cause and Convenience.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement.** *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

*Excuses for Non-Performance.* Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

*Default.* If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

### 3. Equal Employment Opportunity.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. Key Definitions:
  - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**

- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance**

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

#### 7. Clean Air Act and the Federal Water Pollution Control Act.

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
  - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
  - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

#### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from [www.sam.gov](http://www.sam.gov) in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

## 9. Bvrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

**(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)**

**“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

**Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned Contractor, L&G Consulting Engineers, Inc. certifies, to the best of his or her knowledge, that:

**1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.**

**3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying**

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, L&G Consulting Engineers, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Jacinto Garza, P.E.

Name and Title of Contractor's Authorized Official

2-23-2022

Date"

10. **Procurement of Recovered Materials.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People's Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of “Affiliate” can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

#### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
    - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - a. Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## 12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. Standard. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

### “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

*These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.*

### 1. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. Access to Records.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. DHS Seal, Logo, and Flags.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval.”

4. Compliance with Federal Law, Regulations, and Executive Orders.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. **No Obligation by Federal Government.**

a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

**Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.**

Vendor’s Name/Company Name: L&G Consulting Engineers, Inc.

Printed Name and Title of Authorized Representative: Jacinto Garza, P.E., President/CEO

Signature of Authorized Representative: 

Date: 2-23-2022



## **APPENDIX J**

---

### PROPOSER'S AFFIDAVIT

**EXHIBIT J  
PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND  
ANTI-LOBBYING**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Jacinto Garza, P.E., being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

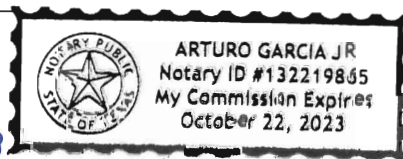
Signature/Title: \_\_\_\_\_

*[Signature]* President/CEO

Subscribed and sworn to before me this 23 day of Feb., 20 22.

*[Signature]*  
Notary Public

My commission expires: October 22, 20 23



**ADDENDA  
ADDENDUM NO. 1**



February 16, 2022

RE: Addendum No. 1 - Pool of Engineers  
RFQ No. 2021-0786-02-23-HGO

Participating Firms:

Please accept *Addendum No. 1* in connection with Hidalgo County Request for Qualifications for Pool of Engineers.

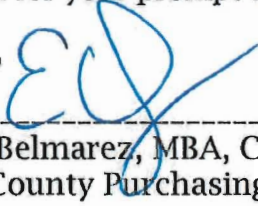
1. **The shipping label was inadvertently left out of the RFQ. Attached you will find the shipping label for use if you so desire.**
  
2. **Response to inquiries received before 5:00 p.m. Monday, February 14, 2022.**
  - i. **Would the county prefer the submission outline checklist or the evaluation criteria form to be used as SOQ format? If the Submission Outline/Checklist is to be used, can the county clarify what information they would like to see in Sections 2-4?**  
**Response: Appendix "A" - page 26 - Engineer will follow Section II in the order that they are written. The evaluation criteria is included for informational purposes only.**
  - ii. **The submission outline/checklist on page 8 includes the following line items:**  
**Section II: Vendor Information**  
**Section III: Vendor Experience and Qualifications**  
**Section IV: Scope of Services and Narrative of Proposed Services**  
**Section V: Legal Documents (If Applicable)**  
**Section VI: Miscellaneous**  
**Can you clarify what consultants are expected to provide within our statement of qualifications for each section?**  
**Response: Appendix "A" Section II - Follow the requirements in the order they are listed.**

Acknowledge receipt of *Addendum No. 1* by signing and returning this notice via email to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us) and submit this form with your RFQ submittal.

Please be advised that Addendum No. 1 will complete your packet for the Pool of Engineers.

Thank you for your prompt attention to this matter.

Sincerely,



-----  
Eduardo Belmarez, MBA, CPM  
Hidalgo County Purchasing Director

Enclosures  
EB/hgo

I acknowledge receipt of **Addendum No. 1** dated February 16, 2022

By: -----

Print Name: Jacinto Garza, P.E.-----

Firm/Company Name: L&G Consulting Engineers, Inc.

Date: 2-16-2022-----

# VENDOR INFORMATION

# ORGANIZATIONAL CHART



**County of Hidalgo**  
RFQ No. 2021-0786-02-23-HGO  
"Pool of Professional Engineers"

QC/QA MANAGER

Arnoldo "Arnold" Cortez, P.E.

PRINCIPAL/CEO

Jacinto Garza, P.E.

SR. PROJECT MANAGER

Behrooz Badiozzamani, P.E.

GEOTECHNICAL & BRIDGE DESIGN

David A. Saenz, P.E., C.F.M.  
Jorge A. Madrigal, P.E.  
Jordan Sinclair, P.E., C.F.M.

ROADWAY, CIVIL DESIGN &  
HYDRAULICS

Armando J. Sandoval, P.E.  
Damien B. Tijerina, P.E.

ENVIRONMENTAL/PLANNING/GIS

Velma N. Garcia  
Jonathan Saldivar

FINANCIAL & CONTRACT  
MANAGEMENT

Marisela G. Marin  
Arturo Garcia

CONSTRUCTION INSPECTION &  
MATERIAL TESTING

Ricardo S. Gallaga, P.E.  
Eloy Casares, R.S.O.

RIGHT-OF-WAY ACQUISITION

Fred Herrera  
Luana Gonzalez  
Robert Garcia



**L&G Consulting Engineers, Inc.**

2100 W. Expressway 83  
Mercedes, TX 78570  
Phone: (956) 565-9813  
Fax: (956) 565-9018  
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste. 6  
Mission, TX 78572  
Phone: (956) 585-1909  
Fax: (956) 585-1927  
Toll Free: (866) 585-1909

Firm No. F-4105

**VENDOR EXPERIENCE  
AND  
QUALIFICATIONS**

**EDUCATION**

Texas A&I University, Bachelor of Science in Civil Engineering, 1984

**PROFESSIONAL REGISTRATION**

Professional Engineer, State of Texas, 1991, #68941

**PROFESSIONAL EXPERIENCE**

<b>CEO/Project Manager L&amp;G Engineering</b>	2001 – Present
Mission Transportation Consultant	2001 - Present
Mission MPO Technical Representative	2001 – Present
Harlingen Transportation Consultant	1999 – Present
Harlingen/San Benito MPO Technical Representative	1997 – Present
Hidalgo County MPO Technical Representative	1999 - 2000
Project Manager TEDSI	1998 – 2001
City Engineer - City of Harlingen	1997 - 2000
Area Engineer - TxDOT Raymondville, Texas	1996 - 1997
Bridge Engineer & Brinsap Coordinator TxDOT Pharr District	1996 - 1997
Associate Area Engineer - Pharr Area Office Pharr, Texas	1993 – 1996
Surveying Coordinator - TxDOT Pharr District	1988 - 1997

**EXPERIENCE**

**CEO/Project Manager** - Mr. Garza has over thirty-six (36) years of civil engineering experience, twelve with TxDOT - ten in the Pharr District and two in the Houston District. Mr. Garza served in many capacities with TxDOT including but not limited to Raymondville Area Engineer, Pharr District Bridge Engineer working and coordinating closely with the Pharr District Laboratory. He has also represented various governmental entities and municipalities throughout the Valley. Currently he represents the City of Mission at the Hidalgo County MPO. Mr. Garza is also the Transportation Engineer for the City of Mission.

**PROJECT EXPERIENCE (in Area of Geotechnical & Construction Material Testing)**

**Project Manager, Starr County PCT. 1 and PCT 2 Colonia Projects, Pharr District.** On this project, Mr. Garza managed the design, construction and construction material testing of the concrete, soils and base materials and asphalt supplied to the project. Mr. Garza ensured that all materials being furnished to this TxDOT funded project met TxDOT Colonia Program requirements.

**Project Manager, Municipal Development / County Road & Bridge Projects** For the Cities of Hidalgo, Mission, San Benito and County of Hidalgo Precincts 1, 3 and 4, Mr. Garza has managed the Geotechnical Exploration/Foundation Recommendation and laboratory testing of the soils, base material, concrete and asphalt supplied to the project. Several of these projects were designed and constructed using TxDOT Specifications.

**Project Manager, Dixieland Road Bridge-Harlingen, Texas** This project consisted of drilling three 100' deep borings and performing Texas Cone Penetration tests for the design of a proposed bridge over the Arroyo Colorado. Dense sand layers encountered approx. 30' below the surface made this project particularly difficult, but all required TCP tests were performed and samples were obtained and tested in the lab for positive classification. Mr. Sandoval assisted Mr. Garza on this and other foundation investigation projects throughout South Texas.

**Hidalgo County Drainage District No. 1 / Mission Levee and DHS Segment Improvement Projects:** As Project Manager, oversight of Construction Materials Testing. Review of all test reports pertaining to this project. Tests performed on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens.

**City of Mission Subdivision Improvement Projects:** Project Management of Construction Materials Testing. Coordination with Mission Laboratory Division Manager to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects.



Number: **68941**  
Status: **ACTIVE**  
Expires: **12/31/2022**

**JACINTO GARZA**

Texas Licensed Professional Engineer

A handwritten signature in blue ink, appearing to read 'Jacinto Garza', is written over a horizontal black line. The signature is fluid and cursive.

Signature

**EDUCATION**

University of Texas at Austin, Bachelor of Science in Civil Engineering, 1991

**PROFESSIONAL REGISTRATION**

Professional Engineer in the State of Texas since 1997, Serial No. 82753

**PROFESSIONAL EXPERIENCE**

Vice-President/Senior Project Engineer, L&G Engineering	2001- Present
Senior Project Engineer, TEDSI Infrastructure Group	1999 – 2001
Bridge Design Engineer, TxDOT Pharr District	1993-1999
Bridge Designer, TxDOT Houston District	1991-1993

**EXPERIENCE**

Mr. Sandoval has *over 28 years of transportation engineering experience* on transportation related projects. As ***Vice-President/Senior Project Engineer*** with L&G Engineering, Mr. Sandoval is responsible for overseeing the design and plan development of hydraulic, and roadway projects in South Texas.

**IN THE AREA OF DESIGN**

***ROADWAY DESIGN:*** Mr. Sandoval has completed and overseen the completion of several roadway projects in the Pharr District. He utilized GEOPAK to develop alignments and cross-sections. He also coordinated with various different entities to ensure timely project completion and ensured accurate and complete PS&E packages were submitted to the Design Division for processing.

***HYDRAULIC DESIGN:***

Mr. Sandoval has *developed hydrologic studies for more than 19 years* including rainfall runoff determination, reservoir and channel routing, designed and/or analyzed the hydraulics on several open channels, storm drain systems and culverts.

Mr. Sandoval has also managed and overseen the design of several major transportation projects in South Texas including US83 and I2 projects which required detention analysis in addition to storm drain design. Mr. Sandoval has performed bridge hydraulics including slope-conveyance and backwater calculations for scour analyses and sizing of bridges for several major and minor crossings. Mr. Sandoval has also performed culvert hydraulic analyses and designs based on traditional energy methods as well as storm sewer designs for several roadway projects.

Mr. Sandoval is currently overseeing the development of hydraulic design for the Mission Lateral Project in Hidalgo County. The project is part of the recent Bond projects that are being designed to mitigate flooding throughout Hidalgo County and require the design and analysis of very large watersheds using the latest HEC software.

Mr. Sandoval is also currently overseeing the hydraulic design for the I2/I69C Interchange project in Hidalgo County. This project is unique in that it is one of the first projects that TxDOT is incorporating detention ponds into the project. Mr. Sandoval also has extensive experience using ESRI software to delineate watershed basins based on any type of digital elevation data, including high resolution LiDAR data. He has developed proprietary algorithms to expedite not only the delineation, but also the characterization of watersheds based on various GIS data that is readily available or relatively easy to obtain.

**SUMMARY OF PROJECTS**

**IN THE AREA OF CONSTRUCTION MANAGEMENT / ENGINEERING / INSPECTION:** Mr. Sandoval was responsible for the day to day project activities and requirements as well as the management of various types of projects in Hidalgo County. He is well versed in the requirements of transportation infrastructure construction projects and can provide insight in to potential pitfalls that can be attributed to construction scheduling issues and conflicts. He has coordinated work with various local and state entities to ensured Contractor compliance with contract documents.



Number: **82753**  
Status: **ACTIVE**  
Expires: **6/30/2022**

**ARMANDO JOEL SANDOVAL**  
Texas Licensed Professional Engineer

*Armando Joel Sandoval, P.E.*  
Signature

**EDUCATION**

University of Texas at Austin, Bachelor of Science in Civil Engineering, 1976  
Texas A&I, Master of Science in Civil Engineering, 1979

**PROFESSIONAL REGISTRATION**

Professional Engineer in the State of Texas since 1983, Serial No. 53972

**PROFESSIONAL EXPERIENCE**

Executive Vice President of Engineering Operations– L&G Engineering	2008 – Present
Deputy District Engineer – TxDOT Pharr District Office	1993 – 2008
Director of Transportation Planning & Development / Deputy District Engineer	1999 – 2008
Supervising Resident Engineer – TxDOT Pharr Area Office	1990 – 1993
District Design Engineer – TxDOT Pharr District	1987 – 1990
Assistant District Design Engineer – TxDOT Pharr District	1985 – 1987
District Bridge Engineer – TxDOT Pharr District	1983 – 1985
Engineering Assistant (District Design Section) – TxDOT Pharr District	1980 – 1983
Recipient of the TxDOT Luther DeBerry Award	2004

**EXPERIENCE**

Mr. Badiozzamani has *over 41 years of transportation engineering experience* on transportation related projects. He spent 28 years with TXDOT and 13 years with L&G Engineering. Mr. Badiozzamani served in many capacities with TxDOT as well as Deputy District Engineer for fifteen years. He is also the recipient of the TxDOT Luther DeBerry Award for outstanding contributions toward transportation in the State of Texas in 2004. As Executive Vice President of Engineering Operations with L&G Engineering, Mr. Badiozzamani is responsible for ensuring that all deliverables related to financing, design, ROW, environmental and construction are met and in a timely manner. In addition, he is responsible for the QC/QA for all deliverables to clients.

**IN THE AREA OF ROW MAPPING & ACQUISITION**

As Deputy District Engineer and Director of TP&D for TxDOT Pharr District, Mr. Badiozzamani directly supervised the ROW Administrator with a very heavy work load and ensured that all ROW Acquisitions were conducted in a timely manner and followed Title II and III of the Uniform Act and Uniform Relocation and Real Property Acquisition Policies.

**IN THE AREA OF DESIGN**

*ROADWAY DESIGN:* As District Design Engineer and Director of TP&D for TxDOT, Mr. Badiozzamani was responsible for all plans, specifications and estimates for the Pharr District. He was responsible for letting hundreds of million dollars of projects over several years and ensured they were delivered in a timely manner for production and receiving bids.

**IN THE AREA OF STRUCTURAL DESIGN**

As District Bridge Engineer, Mr. Badiozzamani was responsible for the design of all on-off system bridge projects in the TxDOT Pharr District. He was responsible for the bridge layouts and designs of bridge class structures. He was also responsible for the inspection of these bridges and ensured the safety of traveling public.

**IN THE AREA OF MAINTENANCE**

As Supervising Resident Engineer for TxDOT, Mr. Badiozzamani oversaw the Pharr, Mission and Rio Grande City Maintenance Sections. He coordinated the planning and budgeting of maintenance work with crews and district personnel and as Deputy District Engineer had extensive involvement in maintenance activities.

**IN THE AREA OF GEOTECHNICAL ENGINEERING**

As District Bridge Engineer and Director of TP&D for TxDOT, Mr. Badiozzamani worked on various major highway projects that required Geotechnical testing and design for structures and retaining walls in the Pharr and Laredo District.



Number: 53972  
Status: ACTIVE  
Expires: 6/30/2022

**BEHROOZ BADIOZZAMANI**  
Texas Licensed Professional Engineer

*B. Badrozzamani*  
Signature



**DAMIEN B. TIJERINA, P.E.**

## **EDUCATION**

Texas A&M University - Kingsville, Bachelor of Science in Civil Engineering, 2003

## **PROFESSIONAL REGISTRATION**

Professional Engineer in the State of Texas since 2009, Serial No. 104828

## **PROFESSIONAL EXPERIENCE**

<b>Project Engineer</b> , L&G Engineering	Dec. 2009 – Present
Engineering Assistant, L&G Engineering	September 2003 – Dec. 2009
Engineering Technician, Texas Department of Transportation	May 2000 – August 2000

## **EXPERIENCE**

As a **Project Engineer** with *L&G Engineering*, Mr. Tijerina is responsible for the planning, design, and construction oversight of projects under development. Mr. Tijerina designs and develops roadway geometrics, cross sections, hydrologic & hydraulic analyses, schematics, bridge layouts, traffic control plans, signing and pavement marking plans, as well as project estimates, general notes, and various bidding documents. Mr. Tijerina oversees personnel during the development and subsequent completion of the projects.

## **PROJECT EXPERIENCE**

**US 77** – Designed the drainage system, culvert crossings, bridge layouts, and signing and striping. Calculated quantities and attended design meetings. Reviewed and prepared general notes and certifications for TxDOT Submission. Supervised personnel during the development and completion of project.

**Mile 2 North** – Schematic Design. Designed the drainage system, roadway alignments, and culvert crossings. Calculated quantities, attended utility and design meetings, and prepared certifications and general notes for TxDOT submission. Supervised personnel during the development and completion of project.

**FM 396 (Anzalduas Rd.) Phase I & II** – Schematic Design. Designed the drainage system, roadway alignments, and culvert crossings. Calculated quantities, attended utility and design meetings, and prepared certifications and general notes for TxDOT submission. Supervised personnel during the development and completion of project. (6 mile Freeway project connecting to international bridge)

**FM 1924 Phase II** – Calculated quantities, analyzed drainage system, analyzed possible outfall ditches, helped to define the roadway alignment.

**Ebony Road Ext.** – Calculated quantities, designed drainage system consisting of roadside ditches, helped in the design of the roadway alignment, prepared and applied for railroad permits, right of entry forms, as well as prepare Railroad exhibits for applying planking on an existing crossing.

**Stewart Road** – Calculated quantities, designed drainage system improvements, prepared railroad permits and railroad exhibits for drilling underneath railroads.

**FM 1924 Phase I** – Calculated quantities, designed and analyzed drainage system, designed and analyzed outfall ditch, helped in the design of the roadway alignment.

**Business 83** – Calculated quantities, verified design details, and worked on the schematic.

**Cameron Park Colonia** – Assisted in analyzing the design of the drainage system, reviewed roadway design, calculated quantities, and developed signing layouts cost estimates and SW3P. Attended progress meetings on the project.

**Inspiration Road** – Designed metal beam guard fence.

**Starr County Precinct #1 & #2** – Performed barricade inspections and completed reports.



Number: 104828  
Status: ACTIVE  
Expires: 9/30/2022

**DAMIEN BRIAN TIJERINA**  
Texas Licensed Professional Engineer

A handwritten signature in blue ink, appearing to read 'D. Tijerina', is written over a horizontal line. The signature is fluid and cursive.

Signature

**EDUCATION**

Texas A&M University – Kingsville, Bachelor of Science in Civil Engineering with Honors, 2003  
Member of Tau Beta Pi, National Engineering Honor Society

**PROFESSIONAL REGISTRATION**

Professional Engineer, State of Texas, 2008, #102365  
Certified Floodplain Manager, FEMA, 2011, Certification # 2205 11N  
TxDOT Pre-Certified Categories – 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 4.1.1, 4.2.1, 4.3.1, 5.1.1, 8.1.1, 10.2.1, 10.5.1, 11.1.1, 12.1.2, 14.1.1, 14.2.1, 14.3.1, 14.4.1

**PROFESSIONAL EXPERIENCE**

- **Project Engineer / Project Manager**, L&G Eng./L&G Eng. Laboratory Dec. 2014 – Present
- Project Engineer, L&G Eng./L&G Eng. Laboratory Dec. 2008 – Dec. 2014
- Engineering Assistant, L&G Eng./L&G Eng. Laboratory Nov. 2007 – Dec. 2008
- Engineering Assistant, Texas Dept. of Transportation - Pharr District Jan. 2004 – Nov. 2007

Mr. Saenz's post graduate engineering career begin at the Texas Department of Transportation (TxDOT) in the Pharr District Bridge Section working primarily in bridge review, bridge management, structural design and PS&E design. Under Bridge Review, he provided QC/QA of bridge geometry, bridge details and bridge design for many large scale expressway projects including US 83, US 281, and US 77/83 projects. Under Bridge and Structural Design, he provided design & details for various bridge types including slab & box beam bridges, I-beam bridges and girder bridges.

At L&G Engineering/L&G Engineering Laboratory, Mr. Saenz works in a dual role providing a general **Project Engineer / Project Manager** role for L&G Engineering with responsibilities in planning, designing and project development of roadway and bridge geometrics, cross sections, hydrologic & hydraulic analyses, schematics, bridge designing and detailing, structural analyses, geotechnical analyses, project construction cost estimates and scheduling, general notes and bidding documents. My primary duties in this position are bridge geometrics/design, retaining wall geometrics/design, structural geotechnical projects, pavement design projects and hydraulic analyses for bridge design. The flipside to the dual role is a position as the **Laboratory Engineer of Record/Geotechnical/Construction Material Testing (CMT) Engineer** at L&G Engineering Laboratory (Division of L&G). In this position Mr. Saenz is responsible for all engineering, geotechnical and construction material testing (CMT) laboratory projects in addition to the managing of various aspects of the engineering laboratory. His duties also include overseeing personnel during the development and subsequent completion of L&G projects and providing QC/QA (L&G Lab Quality Control Director) for all laboratory testing procedures (verifying laboratory compliance with ASTM, AASHTO, ACI, TAPA and TxDOT testing requirements as specified by project). He is responsible for the review of all commercial/governmental CMT reports produced by L&G Lab. Additionally, Mr. Saenz assists the Senior Geotechnical Engineer and/or serves in the lead design role with the development and analyses of Geotechnical Studies and Recommendations for various clients. Mr. Saenz has a wealth of hands-on experience in soil classification, soil testing, and concrete field and lab testing. He has completed over 100 Geotechnical Studies in South & Central Texas including over 25 Transportation Facilities.

**PROJECT EXPERIENCE (Major Projects in the Area of Geotechnical Engineering & CMT)****Hidalgo County and DHS Levee Re-Construction and Floodwall Project**

In charge of design and analysis of all geotechnical engineering and testing involved with the reconstruction of various Rio Grande River Protective Levees throughout Hidalgo County in the Rio Grande Valley (approximately 40 miles of levee systems). Project included analysis of standard earthen levees and hybrid earthen levees and floodwalls. Project included but was not limited to soil classification and strength modeling, bearing capacity, settlement, global and slope stability modeling, and seepage analysis.

**HCRMA SH 365 Segment I/II/III & IBTC Project**

In charge of project management, design and analysis for Geotechnical and Pavement Design of a 15 mile (SH 365) primarily new location controlled access proposed roadway in Hidalgo County, TX. In addition, L&G Lab was selected to provide Geotechnical Engineering for an additional 13 mile section (IBTC) in which Mr. Saenz will serve as Assistant PM and Project Engineer. Lastly, L&G Lab was selected to provide CMT services for the SH 365 and IBTC projects in which Mr. Saenz will serve as Assistant PM and Project QA/QC for CMT program.



Number: 102365  
Status: ACTIVE  
Expires: 9/30/2022

DAVID AARON SAENZ

TEXAS LICENSED PROFESSIONAL ENGINEER

A handwritten signature in blue ink is positioned above the word 'Signature'. The signature is stylized and appears to read 'David A. Saenz'.

Signature



**RICARDO S. GALLAGA, JR., P.E.**

**EDUCATION**

Texas A&I University at Kingsville, Bachelor of Science in Civil Engineering, 1984

**PROFESSIONAL REGISTRATION**

Professional Engineer in the State of Texas since 1990, Serial No. 67612

Local Government Project Procedures Qualification for TxDOT (LGPP)

**PROFESSIONAL EXPERIENCE**

L&G Eng. / L&G Eng. Lab., Senior Project Manager and Senior Construction Eng.	2012 – Present
TxDOT, Assistant Area Engineer (San Benito - Pharr District)	1993 – 2012
TxDOT, Design Engineer (Pharr District, Pharr Area Office)	1990 – 1993
TxDOT, Construction EIT/Inspector (Tarrant County Const., Ft. Worth District)	1984 – 1990

**EXPERIENCE**

Mr. Gallaga has over thirty-seven 37 years' of experience in the public sector (beginning his career and working with TxDOT until retirement in 2012 and subsequently joining L&G Consulting Engineers, Inc. (L&G) (including L&G Lab). Mr. Gallaga brings a wealth of knowledge and experience in general transportation infrastructure projects with an emphasis in the fields of Construction Engineering including construction development, oversight, inspection, management, contract administration and scheduling. As the San Benito Area Office Assistant Area Engineer, he oversaw and was directly responsible for all of the Area Office construction projects which included the expansion of the major corridors (US 77 and US 83) during a time noted as the District's and San Benito Area Office's heaviest workload period since inception. Mr. Gallaga's experience in the field of Construction Engineering stems from his time as a Construction EIT/Inspector, and Assistant Area Engineer (over 25 years). As the Assistant Area Engineer with TxDOT San Benito Area Office, he was directly in charge of many large scale projects including the US 77 / US 83 Interchange project and all of US 77/US 83 construction projects from Harlingen to Brownsville Los Tomates Bridge. He was also directly in charge of the US 83 construction expansion from US 77 / US 83 Interchange in Harlingen to Cameron/Hidalgo County Line. Mr. Gallaga is also highly cognizant of the necessary oversight requirements of Construction Material Testing (CMT) programs for construction and has personally overseen testing to ensure compliance with project specifications. He has hands on experience in the preparation of budget documentation for construction projects and management of multiple large scale projects at a time.

**IN THE AREA OF CONTRACT ADMINISTRATION:** Mr. Gallaga was responsible for oversight of the San Benito Area Office construction program during the expansion of two primary Expressway corridors (US 83, US 77). Other projects included added capacity projects, off-system bridge projects, seal coat and overlays projects as well as various and miscellaneous project types. During this period, he participated in the resolution of disputes and claims associated with various construction issues. He has an extreme understating of necessary requirements to formally process field change orders as necessary and provide overall documentation requirements. Mr. Gallaga has been responsible for oversight of several Hidalgo County projects using the same approach to project management.

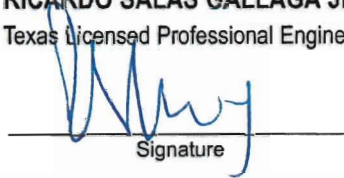
**SUMMARY OF PROJECTS**

**IN THE AREA OF CONSTRUCTION MANAGEMENT / ENGINEERING / INSPECTION:** Mr. Gallaga was responsible for the day to day project activities and requirements as well as the management of various types of projects in Hidalgo County. He is well versed in the requirements of transportation infrastructure construction projects and can provide insight in to potential pitfalls that can be attributed to construction scheduling issues and conflicts. He has coordinated work with various local and state entities to ensured Contractor compliance with contract documents.



Number: 67612  
Status: ACTIVE  
Expires: 3/31/2023

**RICARDO SALAS GALLAGA JR.**  
Texas Licensed Professional Engineer



Signature

**EDUCATION**

Texas Southmost College at Brownsville, Associates in Arts, 1976  
Texas A&I University, Bachelor of Science in Civil Engineering, 1979

**PROFESSIONAL REGISTRATION**

Professional Engineer in the State of Texas since 1984, Serial No. 56116  
Local Government Project Procedures Qualification for TxDOT (LGPP)

**PROFESSIONAL EXPERIENCE**

L&G Engineering, Senior Engineer QA /QC	2014 – Present
Retired from TxDOT	2011 – 2014
TxDOT, Area Engineer (San Benito - Pharr District)	1993 – 2011
TxDOT, District Construction Engineer (Pharr District)	1992 – 1993
TxDOT, Assistant Resident Engineer, <i>Construction</i> (San Benito-Pharr District)	1988 – 1989
TxDOT, Associate Resident Design Engineer, <i>Special Assignment</i> to Pharr District	1986 – 1988
TxDOT, Design Engineer, San Benito Residency (Pharr District)	1984 – 1986
TxDOT, Engineering Assistant II, San Benito Residency <i>Construction</i> (Pharr District)	1981 – 1984
TxDOT, Engineering Assistant, San Benito Residency <i>Design</i> (Pharr District)	1980 – 1981
TxDOT, Engineering Assistant, Pharr District <i>Lab</i> (Pharr District)	1979 – 1980

**EXPERIENCE**

Mr. Cortez has over 39 years' experience in the public sector beginning his career working with TxDOT until his retirement in September 2011. During his tenure with TxDOT, Mr. Cortez served in several capacities from general civil engineering design and construction field operations in the San Benito Area office and Pharr District office. As a design engineer Mr. Cortez was the first engineer in the Pharr District to Manage Intergraph Design to develop US 77/83 (I-69E) Expressway between Brownsville and San Benito. As San Benito Area Engineer, Mr. Cortez was in charge of over \$700 million at the heaviest workload of construction contracts and over \$200 million in design projects for the San Benito Area office. He was in charge of the expansion of major expressway corridors on US 77/83, US 77 & US 83 in both Cameron and Willacy County. Mr. Cortez brings a wealth of knowledge and experience in design, construction and management. He is currently serving in the capacity of QA / QC Senior Engineer

**IN THE AREA OF CONTRACT ADMINISTRATION:** Mr. Cortez provided direct oversight of the San Benito Area Office contract administration program for 18 years as the Area Engineer. Various types of projects such as multi- million dollar expressway expansions, expressway interchange, urban added capacity projects, on-system and off-system bridge projects, million dollar landscape mitigation project (SH 550), hiking and biking trails with pedestrian bridges, and seal coat / ACP overlay projects.

**IN THE AREA OF ROADWAY/CONST/DESIGN/MAINT:** Mr. Cortez was directly responsible for management of design, construction, and three (3) maintenance sections as Area Engineer for Cameron, Willacy, and Kennedy County. He reported to Brownsville and Harlingen - San Benito MPO's on const/design projects at monthly MPO meetings as well as to the Pharr Dist. Eng. Dept. for the monthly construction meetings. He was well aware of meeting deadlines for project lettings and frequently met with project engineers to ensure schedule went smoothly. Delays/claims were avoided due to his partnering with contractors and Mr. Cortez ensured Contractor compliance with the appropriate contract documents.

**PROJECT EXPERIENCE**

**Area Engineer, US 77/83 (I-69E) Expressway from Veterans International Bridge to FM 802 in Brownsville, TX, (\$50 million construction cost)** TxDOT, San Benito Area Office, Pharr District. This involved the development of planning, design and implementation of a widening to the South-North corridor expressway system in the Rio Grande Valley from a 4-lane high speed facility. Mr. Cortez was in charge overall of the construction management and ensured that the contractor met contract specifications with minimal delays.

**Area Engineer, US 77/83(I-69E) & US 83(I2) Expressways from Brownsville to Cam/Hid County Line, TX (\$400 million construction cost)** TxDOT, San Bentio Area Office, Pharr District. This project involved the development of planning, design and implementation of a widening to the East-West corridor expressway system in the Rio Grande Valley from a 4-lane high speed facility. Mr. Cortez oversaw the overall schematics, design and construction management aspects since inception. Mr. Cortez ensured that project engineers were meeting the scheduled letting dates during the design phase.



Number: 56116  
Status: ACTIVE  
Expires: 6/30/2022

**ARNOLDO CORTEZ**

TEXAS LICENSED PROFESSIONAL ENGINEER



Signature



## ELOY CASARES, R.S.O

### EDUCATION

Harlingen High School, Harlingen, Texas  
Texas State Technical College, Harlingen, Texas  
Radiation Safety Officer (R.S.O)

### ADDITIONAL TECHNICAL EDUCATION

Safe Land Safety Training	TXAPA Level 1A Plant Production Specialist Safe Gulf
Safety Training	TXAPA Level 1B Roadway Specialist
PEC Basic Orientation	TXAPA SB 101 Properties Specialist
PEC Offshore Safety	TXAPA SB 102 Field Specialist
PEC Terrorist Response Awareness Program (T.R.A.P.)	TXAPA SB 103 Materials Analyst Specialist
Radiation Safety Training	TXAPA SB 201 Strength Specialist
Hazardous Materials D.O.T Training	TXAPA SB 202 Compressive Strength Radiation
Safety Officer Training	
ACI Field Testing Technician Grade 1	
ACI Strength Testing Technician	
ACI Aggregate Testing Technician Level 1	
ACI Concrete Lab Testing Technician	

### PROFESSIONAL EXPERIENCE

CMT/GEO Technician, Laboratory Supervisor, L&G Engineering	March 2016 - Present
CMT Technician, PaveTex Engineering & Testing	June 2015 – March 2016
H2S Safety Consultant, Fishbone Safety Solutions	Aug. 2014 – June 2015
CMT/GEO Technician/Inspector, L&G Engineering	Feb. 2007 – Aug. 2014
Geotechnical Laboratory Technician, Terracon Engineering	June 2004 – Feb. 2007

### EXPERIENCE

**Laboratory Manager/Radiation Safety Officer** – As General Manager/Radiation Safety Officer for L&G Engineering Laboratory, Mr. Casares is responsible for the oversight of all materials testing related to construction materials and geotechnical sub-surface exploration for L&G Engineering’s Mercedes and Mission Offices. Mr. Casares is a Senior Technician/Grandfathered level 1A. He oversees daily operations of laboratory and field testing, reviews and create reports for billing purposes, assist in the billing process for testing payment. Mr. Casares is also involved in the new hire training and guidance in and out of the field. Mr. Casares prepares Laboratory for AASHTO accreditation.

**I2/I69C Interchange / Geotechnical Engineering Testing Project:** General Management of Geotechnical Materials Testing. Coordination with laboratory personnel so that all tests are performed in accordance with industry standards. Tests performed include Atterberg Limits, Sieve Analysis, Hydrometer Analysis, Consolidation, and Soil Organics.

**CMT/Geotechnical Inspector**, as the CMT/Geotechnical Laboratory Inspector for L&G Engineering Laboratory working out of Carrizo Springs, Texas, Mr. Casares was in charge of Construction monitoring for excavating, compaction testing, soil classification, soils laboratory testing, concrete testing, rebar installation, and various other materials. His duties were not limited to Preparation of field reports, Conduct onsite tests on concrete, compaction and others as well as laboratory tests on soils, aggregate, concrete and other materials. Mr. Casares was also in charge of QC/QA of asphalt and concrete onsite and at the plant of production. Mr. Casares established satellite office/laboratory for the ability to provide professional services to surrounding areas. Mr. Casares upholds company and client standards with no supervision stage wide with dependable results, being stationed alone in Eagle Shale Ford Maverick Basin providing support for eight companies and two petroleum companies.



**VELMA N. GARCIA**

**EDUCATION**

Southwest Texas State University, Bachelor of Science in Industrial Arts, 1984

**EMPLOYMENT HISTORY**

Environmental Project Manager, L&G Engineering	2001 - Present
Environmental Supervisor, TxDOT	1997 - 2001
Environmental Quality Specialist, TxDOT	1990 - 1997
Engineering Technician, TxDOT	1985 - 1990

**EXPERIENCE**

Ms. Garcia has thirty-six *36 years of experience* on transportation related projects in which she spent a total of 17 years at the Texas Department of Transportation’s (TxDOT) Pharr District Office.

**ENVIRONMENTAL PROJECT MANAGER**

Ms. Garcia has been the Environmental Project Manager for L&G Engineering for the past 18 years. She supervises, manages and directs environmental scientists and GIS analysts in the development of environmental documents, environmental constraints maps, matrices, wetland delineations and permitting. She provides QA/QC on all the work performed by her division as well being the task leader on all engineering projects in their initial stage for organization, coordination, and scheduling of timelines. She coordinates sub-consultant work by organizing, scheduling, and reviewing work performed. She schedules, organizes and directs all of the public involvement activities and ensures that appropriate public involvement rules are adhered to. As a key member of management, she assists the engineering group in the development of roadway route studies to the schematic/design stage by providing environmental expertise to avoid, minimize and compensate for environmental impacts.

**ENVIRONMENTAL SUPERVISOR**

Ms. Garcia spent a total of 17 years, of which the last five years were as Environmental Supervisor, at the Texas Department of Transportation’s (TxDOT) Pharr District Office. She spent 12 years in the environmental field. Ms. Garcia was the Environmental Coordinator in which she oversaw the environmental aspects of all of the construction projects in the 11 county district. She managed a small group of technical employees engaged in conducting environmental studies for clearance of transportation projects and directed and evaluated their performance. She oversaw and directed inspections and field surveys to ensure compliance with applicable state and federal environmental laws, rules, regulations, policies and procedures in the areas of noise pollution, air/water quality, wetlands, hazardous materials, socioeconomic, biological resources, and/or cultural/historic resources. In coordination with resource agencies, developed and implemented recommendations for mitigation efforts concerning wetlands, threatened/endangered species, and habitat restoration. She managed and oversaw the activities associated with hazardous materials investigations. She negotiated and monitored the execution of environmental contracts and reviewed consultant work. Ms. Garcia oversaw and directed the coordination of public involvement activities for the district and assisted in route studies/selections and reviewed plans, specifications and estimates related to environmental issues.

**TxDOT PRE-CERTIFICATION: (Firm Sequence # 2149) (Employee Sequence #10345)**

2.1.1, 2.2.1, 2.3.1, 2.4.1, 2.4.2, 2.6.1, 2.6.3, 2.7.1, 2.12.1, 2.13.1, 2.14.1

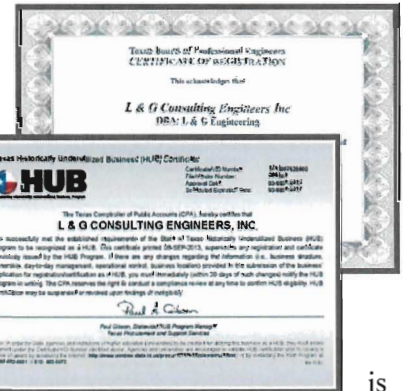
**SCOPE OF SERVICES  
AND  
NARRATIVE OF PROPOSED SERVICES**

**FIRM QUALIFICATIONS**



**L&G Consulting Engineers, Inc. (L&G)** is a diverse, multi-discipline engineering company with experience in a wide variety of fields including transportation planning, highway/civil, structural/bridge, geotechnical engineering, construction management, construction materials testing, environmental document preparation & permitting, GIS services, and ROW acquisition. L&G has been in existence for over twenty (20) years and has two (2) offices situated in Hidalgo County, Texas (located in the City of Mercedes and City of Mission). L&G has contracted projects with a variety of public entities including local cities, counties, RMA's, and the Texas

Department of Transportation (TxDOT). L&G is registered with the Texas Board of Professional Engineers (TBPE Firm No. F-4105) and is HUB certified. L&G's entirely local production staff consists of eleven (11) multi-disciplined Professional Engineers, five (5) Engineers in Training (EIT)/Graduate Engineers, two (2) Environmental Specialists, seven (7) Right-of-Way Acquisition Service Providers, one (1) Utility Coordination Specialists, two (2) GIS Analysts, and twenty-three (23) Engineering Support Technicians, two (2) Geotechnical & CMT Laboratory Managers and ten (10) Geotechnical & CMT Support Technicians. Additional administrative support staff consists of one (1) contract manager and four (4) administrative assistants. L&G's managerial staff pre-certified by TxDOT in a multitude of categories and has completed numerous transportation infrastructure projects similar in scope to this project (L&G brings over **225 years** of development, design and construction personnel experience on TxDOT projects). In addition, L&G prides itself on having in-house dedicated discrete branches for needed project assistance including a ROW Acquisition Division, Utility Investigation & Relocation Specialty Division, Environmental Assessment Division and Geotechnical & CMT Division.



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**L&G Right of Way (ROW) Division:**

The ROW section (L&G ROW) provides comprehensive acquisition provider services. Services include right of way map and field note review, coordination of parcel identification, appraisals and appraisal review, negotiations, title curative matters, closing services, relocation assistance of residential and business displacements, condemnation support and project administration. The ROW staff has been contracted to acquire over 800 parcels in the last twenty (20) years. In every project that L&G has worked on, ROW acquisition has always been a critical path and L&G has developed plans to expedite the acquisition process to meet the project schedule. L&G's ROW staff has worked with numerous appraisers and review appraisers, both local as well as outside the Rio Grande Valley. In addition, L&G has worked with various title companies in order to provide timely closings.

**L&G Utility Specialty Division:**

The Utility Specialty Group (L&G Utility) provides utility location and coordination services. L&G understands that utility impacts and adjustments are frequently required for civil type projects. Our in-house utility group provides our Clients with utility company coordination, documentation and record keeping (project utility binder). L&G is also very knowledgeable in the process contained in the TxDOT Utility Accommodation Policy especially as it relates to the Compensable Utility Process. L&G Utility Coordinators work closely with the L&G design groups on all projects to ensure the best paths (least impacted areas) are being utilized.

**L&G Environmental Division:**

The Environmental section (L&G Env.) consists of environmental scientists and GIS analysts tasked with assessing a project's impact on environmental issues, documenting such impacts in Technical Reports and summarizing all issues in an Administratively Complete Document. These reports assess environmental issues such as air/noise, water resources including wetlands, biological and cultural resources, hazardous materials, community and indirect/cumulative impacts. In addition, this division conducts ASTM Phase I Environmental Site Assessments, Phase II Subsurface Investigations and develops remediation plans and oversees Phase III Remediation on sites and properties. They develop environmental constraint maps and matrices, conduct bird surveys, wetland

delineations and environmental permitting. This division is well versed in coordination with resource agencies on the development of mitigation plans with special emphasis on wetlands, threatened/endangered species and habitat restoration. This division oversees the organizing, scheduling, and coordinating of Public Involvement activities associated with all projects.



#### L&G Engineering Laboratory Division:

L&G Engineering Laboratory is a Construction Materials Testing (CMT) Laboratory and Geotechnical Engineering branch of L&G (L&G Lab). L&G Lab has a wealth of experience in providing CMT and Geotechnical Engineering services for projects of various scopes including but not limited to Transportation Projects (Highways and Bridges), Municipal Projects (Solid Waste Facilities, Water and Wastewater Treatment Plants, Storage Tanks), Structural Projects (School Building Facilities, Retaining Walls, Commercial Buildings), and Geotechnical Projects (Levee Rehabilitation and Reconstruction, Foundation Design, Pavement Design). L&G Lab provides a fleet of three (3) fully functional drilling rigs and support trucks in-house to provide our Clients with a total package Geotechnical Consultant.

## What Can L&G Do For You?

The L&G Team is extremely familiar with providing the services outlined on various and multi-faceted projects (especially those dealing with Transportation, Utilities, Drainage, Environmental, Structural, Geotechnical, and Construction Phase Services).

#### Project Management & Planning Services

- Program & Project Management
  - General Program Management (To Ensure Design/Construction Meets Requirements for Reimbursements on Reimbursable Funds Projects)
  - Project Management of all Civil & Transportation Projects
- Planning Services
  - Infrastructure Improvement Plans, Project Need Evaluations & Assessments, Pavement Management Plans

#### Civil Design Services

- Preliminary Engineering
  - Geometric Schematic & Typical Sections
  - Utility Investigations & Analysis (L&G has an in-house Utility Specialty Group)
  - ROW Investigations (L&G has an in-house ROW Acquisition Group)
  - Environmental Reports & Public Meetings (L&G has an in-house Environmental Group)
  - Geotechnical Investigations (L&G has an in-house Geotechnical Group – L&G Lab)
- Plans, Specifications & Estimates (PS&E)
  - Geometric Design (Horizontal & Vertical Alignments, Plans & Profiles (P&P), Layouts)
  - Hydrologic & Hydraulic Design (Drainage Area, Hydraulic Master Plans, Channel Analyses)
  - Structural Design (Bridge Design & Details, Specialty Structural Design)
  - Pavement Design (Flexible & Rigid Pavements, Pavement Structure Analyses)
  - Environmental Design (SWPPP, EPIC Sheets)
  - Traffic Design (Traffic Counts, Analysis of Traffic Movements)
  - Design Packaging (Specifications, Construction Estimates, General Notes, Special Provisions)
- Bid Assistance
  - Preparation of Bid Package, Bid Announcement, Review of Bidder Information, Bid Award

#### Civil Construction Services

- Construction Management & Inspection
  - Construction Management Team will Ensure All Construction Activities are completed On Time, On Budget and In Accordance with the Specifications & Contract Documents.
- Construction Material Testing (L&G has an in-house CMT Group – L&G Lab)
  - Testing of Soils, Concrete, ACP, Masonry & All Other Building Materials for Adherence to Specification and Contract Documents

L&G’s staff has completed numerous transportation infrastructure projects for TxDOT in the Cities of Mission, Pharr, McAllen, Hidalgo, Palmview, San Benito, Harlingen, HCRMA, CCRMA, and the Counties of Hidalgo, Starr, Willacy and Cameron. As such, L&G is fully cognizant of all applicable Federal, State and local codes, ordinances, regulations and standards relating to transportation and infrastructure engineering. L&G prides itself in the ability to provide personalized quality-assured service and timely response to each project.



**L&G ENGINEERING RECENT PROJECTS**

**PROJECT:** I2/I69 Interchange Project (Design-Build)  
**CLIENT:** Michael Baker (For Ultimate Client: TxDOT)  
**CLIENT REFERENCE:** Julie Thurman, P.E., Project and Program Manager, (317) 403-2557  
**PROJECT DESCRIPTION:** Professional Eng. Services – Bridge, Drainage, Geo, Pave PS&E  
**PERSONNEL:** J. Garza, B. Badiozzamani, D. Saenz, J. Madrigal, J. Sinclair, A. Sandoval, D. Tijerina, M. McClelland, R. Gallaga

**PROJECT:** Mission Lateral Project  
**CLIENT:** Hidalgo County Drainage District No. 1  
**CLIENT REFERENCE:** Raul Sesin, P.E., CFM. General Manager, (956) 292-7080  
**PROJECT DESCRIPTION:** Professional Eng. Services – PS&E  
**PERSONNEL:** J. Garza, B. Badiozzamani, A. Sandoval, D. Tijerina

**PROJECT:** US 77/83 South Parallel Corridor – Ph. I and Ph. II  
**LIMITS:** From FM 1479 to FM 509 and FM 509 to FM 2520  
**CLIENT:** Cameron County  
**CLIENT REFERENCE:** Pete Sepulveda, Jr., County RMA Executive Director, (956) 982-5414  
**PROJECT DESCRIPTION:** Schematic, Environmental, PS&E, ROW, Geo, Const. Management  
**PERSONNEL:** J. Garza, A. Sandoval, D. Tijerina, D. Saenz, J. Madrigal, J. Sinclair, R. Gallaga

**PROJECT:** Mile 6 West Project  
**LIMITS:** From Mile 9 to Mile 11 (incl. Incidental Cons and Outfalls)  
**CLIENT:** Hidalgo County Pct. 1  
**CLIENT REFERENCE:** David Fuentes, Commissioner Pct. 1, (956) 968-8733, David Suarez, Pct. #1 Chief Administrator, (956) 968-8733  
**PROJECT DESCRIPTION:** Schematic, Environmental, PS&E, ROW  
**PERSONNEL:** J. Garza, J. Sinclair

**PROJECT:** Eldora Road and Nolana Road Projects  
**LIMITS:** Eldora – From Jackson Rd to I-69C and I-69C to I. Rd  
 Nolana – From FM 1426 to FM 907 and FM 907 to FM 88  
**CLIENT:** Hidalgo County Pct. 2  
**CLIENT REFERENCE:** Eduardo “Eddie” Cantu, Commissioner Pct. 2, (956) 787-1891  
**PROJECT DESCRIPTION:** Schematic, Environmental, ROW, PS&E (Ongoing)  
**PERSONNEL:** J. Garza, B. Badiozzamani, D. Saenz, J. Sinclair

<b>PROJECT:</b>	Regional Linear Park Project
<b>LIMITS:</b>	S. San Antonio Ave. (San Juan) to 2 <sup>nd</sup> Street (McAllen) S. San Antonio Ave. to Hall Acres Rd (Constructed/Ongoing)
<b>CLIENT:</b>	Hidalgo County Pct. 2
<b>CLIENT REFERENCE:</b>	Eddie Cantu, Commissioner Pct. 2, (956) 787-1891
<b>PROJECT DESCRIPTION:</b>	Schematic, Environmental, ROW, PS&E, Construction Management
<b>PERSONNEL:</b>	J. Garza, B. Badiozzamani, D. Saenz, J. Sinclair, V. Garcia
<b>PROJECT:</b>	Mile 3 Project
<b>LIMITS:</b>	From FM 492 to Tom Gill and Tom Gill to FM 2221
<b>CLIENT:</b>	Hidalgo County Pct. 3
<b>CLIENT REFERENCE:</b>	Joe Flores, Commissioner Pct. 3, (956) 585-4509
<b>PROJECT DESCRIPTION:</b>	Schematic, Environmental, PS&E, ROW
<b>PERSONNEL:</b>	J. Garza, A. Sandoval, D. Saenz, D. Tijerina, J. Madrigal
<b>PROJECT:</b>	HCRMA SH 365 Segment 2 (Schematic & PS&E)
<b>CLIENT:</b>	Hidalgo County RMA
<b>CLIENT REFERENCE:</b>	Pilar Rodriguez, P.E., HCRMA Executive Director, (956) 402-4762
<b>PROJECT DESCRIPTION:</b>	Completed Schematic, PS&E
<b>PERSONNEL:</b>	J. Garza, B. Badiozzamani, J. Madrigal, D. Saenz
<b>PROJECT:</b>	Mission Inlet Recertification Project (Re-Mapping/Zoning FEMA Maps)
<b>CLIENT:</b>	Hidalgo County Drainage District No. 1
<b>CLIENT REFERENCE:</b>	Raul Sesin, P.E., CFM. General Manager, (956) 292-7080
<b>PROJECT DESCRIPTION:</b>	Preliminary Engineering Report, Prop. Imp. Report, H&H, Schematic, CLOMR/LOMR
<b>PERSONNEL:</b>	J. Garza, J. Madrigal, D. Saenz, J. Sinclair
<b>PROJECT:</b>	Mile 2 North (City of Mission & Hidalgo County)
<b>LIMITS:</b>	From SH 107 to Inspiration Road & Inspiration Rd to Moorefield Rd. (City) From Moorefield Rd. to La Homa Rd. (County)
<b>CLIENT:</b>	City of Mission and Hidalgo County
<b>CLIENT REFERENCE:</b>	Roberto Salinas, P.E., Director of Public Works - City of Mission (956) 580-8662 Norma Ceballos, Commissioner Pct. #3 (956) 585-4509
<b>PROJECT DESCRIPTION:</b>	Completed Schematic, Environmental, PS&E, ROW Determination, Geo
<b>PERSONNEL:</b>	J. Garza, A. Sandoval, D. Tijerina, D. Saenz, V. Garcia
<b>PROJECT:</b>	FM 1925
<b>LIMITS:</b>	From Kenyon Rd. to FM 907 (Full PS&E), FM 907 to Sharp Rd. (Schematic)
<b>CLIENT:</b>	Hidalgo County
<b>CLIENT REFERENCE:</b>	Ellie Torres, Commissioner Pct. #4 (Current) (956) 383-3112
<b>PROJECT DESCRIPTION:</b>	Completed Schematic, Environmental, PS&E, ROW Determination
<b>PERSONNEL:</b>	J. Garza, B. Badiozzamani, V. Garcia
<b>PROJECT:</b>	10 <sup>th</sup> Street Extension
<b>LIMITS:</b>	From SH 107 to FM 1925
<b>CLIENT:</b>	Hidalgo County
<b>CLIENT REFERENCE:</b>	Ellie Torres, Commissioner Pct. #4 (Current) (956) 383-3112
<b>PROJECT DESCRIPTION:</b>	Completed Schematic, Environmental, PS&E, ROW, Geo
<b>PERSONNEL:</b>	J. Garza, B. Badiozzamani, J. Madrigal, D. Saenz, V. Garcia
<b>PROJECT:</b>	US 83 and Bus. 83/Inspiration Rd Overpass
<b>LIMITS:</b>	At US 83 Expressway & Bus. 83 / Inspiration Road
<b>CLIENT:</b>	Mission Redevelopment Authority
<b>CLIENT REFERENCE:</b>	Richard Hernandez, Chairman (956) 630-3336
<b>PROJECT DESCRIPTION:</b>	Completed Schematic, Environmental, PS&E, ROW Determination, Geo
<b>PERSONNEL:</b>	J. Garza, A. Sandoval, D. Tijerina, J. Madrigal, D. Saenz, V. Garcia

**PROJECT:** Inspiration Rd.  
**LIMITS:** From US 83 Expressway to Mile 3  
**CLIENT:** City of Mission  
**CLIENT REFERENCE:** JP Terrazas - City of Mission Engineer (956) 580-8662  
**PROJECT DESCRIPTION:** Completed Schematic, Environmental, PS&E, ROW Determination  
**PERSONNEL:** J. Garza, A. Sandoval, D. Tijerina, V. Garcia

**PROJECT:** SH 550 Toll Road Project  
**LIMITS:** From US 77/83 Expressway to FM 3248  
**CLIENT:** Cameron County RMA  
**CLIENT REFERENCE:** Pete Sepulveda, Jr., RMA Executive Director (956) 372-1205  
**PROJECT DESCRIPTION:** Completed Schematic, Environmental, PS&E, ROW Determination, Geo & CMT  
**PERSONNEL:** J. Garza, R. Gallaga, J. Madrigal, D. Saenz, V. Garcia

**PROJECT:** Anzalduas Road Extension  
**LIMITS:** From International Bridge, North to Expressway 83  
**CLIENT:** City of Mission  
**CLIENT REFERENCE:** Randy Perez - City of Mission – City Manager (956) 580-8662  
**PROJECT DESCRIPTION:** Completed Route Studies, Schematic, EA, public involvement.  
**PERSONNEL:** J. Garza, A. Sandoval, V. Garcia

**PROJECT:** FM 1924 Phase I & Phase II  
**LIMITS:** From FM 492 to SH 107  
**CLIENT:** Texas Department of Transportation  
**CLIENT REFERENCE:** Mr. Pete Alvarez, P.E., TxDOT District Engineer - (956) 702-6100  
**PROJECT DESCRIPTION:** Completed Schematic, PS&E, ROW Determination.  
**PERSONNEL:** J. Garza, A. Sandoval

**PROJECT:** FM 88  
**LIMITS:** From Mile 16 to FM 1925  
**CLIENT:** Texas Department of Transportation  
**CLIENT REFERENCE:** Mr. Pete Alvarez, P.E., TxDOT District Engineer, - (956) 702-6100  
**PROJECT DESCRIPTION:** Completed Schematic, EA, PS&E, ROW Determination.  
**PERSONNEL:** J. Garza, A. Sandoval

**PROJECT:** SH 107  
**LIMITS:** From FM 3362 to FM 2220  
**CLIENT:** Texas Department of Transportation  
**CLIENT REFERENCE:** Mr. Mario Jorge, P.E., TxDOT (210) 615-1110  
**PROJECT DESCRIPTION:** Completed Schematic, EA and PS&E.  
**PERSONNEL:** J. Garza, A. Sandoval, V. Garcia

**PROJECT:** Anzalduas Road Extension  
**LIMITS:** From International Bridge, North to Expressway 83  
**CLIENT:** Mission Redevelopment Authority  
**CLIENT REFERENCE:** Mr. Pete Alvarez, P.E., TxDOT District Engineer, - (956) 702-6100  
**PROJECT DESCRIPTION:** Completed PS&E, including Bridge Design and Lighting  
**PERSONNEL:** J. Garza, B. Badiozzamani, A. Sandoval, D. Tijerina, D. Saenz

**PROJECT:** FM 681  
**LIMITS:** From FM 2221 to SH 107  
**CLIENT:** County of Hidalgo  
**CLIENT REFERENCE:** Norma Ceballos, Commissioner Pct. #3 (956) 585-4509  
**PROJECT DESCRIPTION:** Completed Schematic, EA,  
**PERSONNEL:** B. Badiozzamani, J. Garza, A. Sandoval, D. Saenz, V. Garcia

**PROJECT:** US 83 at Bryan Overpass  
**LIMITS:** at US 83 and Bryan Road  
**CLIENT:** Mission Redevelopment Authority  
**CLIENT REFERENCE:** Mr. Pete Alvarez, P.E., TxDOT District Engineer, - (956) 702-6100  
**PROJECT DESCRIPTION:** Completed PS&E, Bridge Design and EA & Public Involvement  
**PERSONNEL:** B. Badiozzamani, J. Garza, D. Saenz, A. Sandoval, V. Garcia

**PROJECT:** HCDD #1 Outfall Improvements Project – Various Drains  
**CLIENT:** Hidalgo County Drainage District #1  
**CLIENT REFERENCE:** Godfrey Garza, Director (Former), (956) 381-2641  
**PROJECT DESCRIPTION:** Geotechnical Exploration and Recommendation  
**PERSONNEL:** D. Saenz, M. McClelland

**PROJECT:** HCRMA SH 365 (All Segments) & IBTC Projects (Geotechnical)  
**CLIENT:** Hidalgo County RMA & L&G Engineering  
**CLIENT REFERENCE:** Pilar Rodriguez, P.E., HCRMA Executive Director, (956) 402-4762  
**PROJECT DESCRIPTION:** Geotechnical Exploration and Recommendation, Pavement Design (SH 365)  
**PERSONNEL:** D. Saenz, M. McClelland

**PROJECT:** CCRMA West Rail International Railroad Bridge & Olmito Switchyard Exp.  
**CLIENT:** Cameron County RMA (w/ GEC: HNTB Co.)  
**CLIENT REFERENCE:** Pete Sepulveda, Jr., RMA Executive Director (956) 372-1205  
**PROJECT DESCRIPTION:** Geotechnical Exploration and Recommendation, CMT  
**PERSONNEL:** A. Sandoval, D. Saenz, M. McClelland

**ADDITIONAL L&G ENGINEERING REFERENCES**

**David Fuentes**  
 Hidalgo County Commissioner Pct. #1  
 1902 Joe Stephens Ave #303, Weslaco, Texas 78596  
 Email: david.fuentes@co.hidalgo.tx.us  
 Ph.: (956) 447-3775 (Current Contact #)

**David Suarez**  
 Mayor – City of Weslaco  
 255 S. Kansas Ave. Weslaco, Texas 78542 (Current Address)  
 Email: david.suarez@weslacotx.gov  
 Ph.: (956) 968-3181 (Current Contact #)

**Eduardo "Eddie" Cantu**  
 Hidalgo County Precinct No. 2 - Commissioner  
 300 W. Hall Acres Rd. Ste. G., Pharr, Texas 78577  
 Email: Eduardo.cantu@co.hidalgo.tx.us  
 Ph.: (956) 787-1891

**Pedro (Pete) Alvarez, P.E.**  
 TxDOT Pharr District Engineer  
 600 W. Interstate 2, Pharr, Texas 78577  
 Email: pedro.alvarez@txdot.gov  
 Ph.: (956) 702-6100

**LEGAL DOCUMENTS/MISC.**

# STATE OF TEXAS CERTIFICATIONS



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

LEG CONSULTING ENGINEERS, INC.  
CHARTER NUMBER 01634729

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

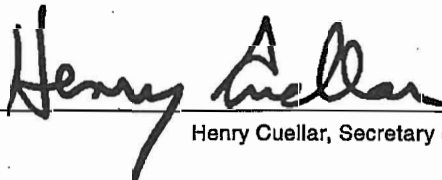
ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 11, 2001

EFFECTIVE JULY 11, 2001



  
Henry Cuellar, Secretary of State

**Texas Board of Professional  
Engineers and Land Surveyors**

**CERTIFICATE OF REGISTRATION**

This acknowledges that

***L & G Consulting Engineers Inc***  
***L & G Engineering***

has fulfilled the requirements of the Texas Board of Professional Engineers  
and Land Surveyors to offer and perform engineering services in the state of Texas.

**Registration Number**  
**F-4105**

**Expiration Date**  
**8/31/2022**

# STATEMENT OF NON-DISCRIMINATION

## **Certification Statement for Non-Discrimination**

RE: "POOL OF PROFESSIONAL ENGINEERS"  
**RFQ No. 2021-0786-02-23-HGO**

**"I certify that during the performance of this contract, L & G Engineering will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability, except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of this firm".**

Signature



Jacinto Garza, P.E.

Title: President/CEO

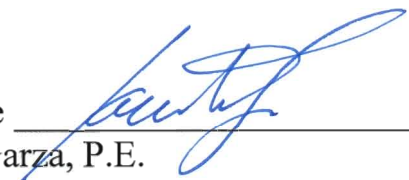
Date: February 23, 2022

**STATEMENT OF AFFIRMATIVE ACTION  
PROGRAM**

## **Certification Statement for Affirmative Action Program**

RE: "POOL OF PROFESSIONAL ENGINEERS"  
**RFQ No. 2021-0786-02-23-HGO**

**"I certify that L & G Engineering has an Affirmative Action Program"**

Signature   
Jacinto Garza, P.E.

Title: President/CEO

Date: February 23, 2022

**STATEMENT OF FINANCIAL  
&  
BUSINESS CAPABILITY**

**Certification Statement for Proof of  
Financial & Business Capability**

RE: "POOL OF PROFESSIONAL ENGINEERS"  
RFQ No. 2021-0786-02-23-HGO

**"L&G Engineering has the financial strength capable of providing the resources necessary to meet or exceed any budget or schedule requirements of this contract. Moreover, if requested, L & G will provide a summary financial sheet. L&G's banking institution is Texas National Bank Weslaco, Texas."**

Signature \_\_\_\_\_

  
Jacinto Garza, P.E.

Title: President/CEO

Date: February 23, 2022

**AASHTO USACE ACCREDITATION  
CERTIFICATE**



# CERTIFICATE OF ACCREDITATION



## L&G Consulting Engineers, Inc.

in

### Mercedes, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories ([aashtoresource.org](http://aashtoresource.org)).

  
\_\_\_\_\_  
Jim Tymon,  
AASHTO Executive Director

  
\_\_\_\_\_  
Moe Jamshidi,  
AASHTO COMP Chair

This certificate was generated on 01/26/2022 at 4:52 PM Eastern Time. Please confirm the current accreditation status of this laboratory at [aashtoresource.org/aap/accreditation-directory](http://aashtoresource.org/aap/accreditation-directory)



# SCOPE OF AASHTO ACCREDITATION FOR:

L&G Consulting Engineers, Inc.

in Mercedes, Texas, USA

## Quality Management System

**Standard:**

**Accredited Since:**

R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	07/20/2016
C1077 (Aggregate)	Laboratories Testing Concrete and Concrete Aggregates	10/19/2021
C1077 (Concrete)	Laboratories Testing Concrete and Concrete Aggregates	02/14/2018



# SCOPE OF AASHTO ACCREDITATION FOR:

L&G Consulting Engineers, Inc.

in Mercedes, Texas, USA

## Asphalt Mixture

Standard:	Accredited Since:
D2041 Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	09/01/2017
D2726 Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens	07/13/2017
D2950 Density of Bituminous Concrete In Place by Nuclear Methods	07/13/2017
D3203 Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	09/01/2017
D5444 Mechanical Analysis of Extracted Aggregate	07/13/2017
D6307 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	07/13/2017
D6925 Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor	08/19/2021
Tex-206-F Compacting Specimens Using the Texas Gyratory Compactor (TGC)	07/13/2017



# SCOPE OF AASHTO ACCREDITATION FOR:

L&G Consulting Engineers, Inc.

in Mercedes, Texas, USA

## Soil

### Standard:

### Accredited Since:

D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	12/04/2018
D422 Particle Size Analysis of Soils by Hydrometer	07/20/2016
D698 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	07/20/2016
D1140 Amount of Material in Soils Finer than the No. 200 (75- $\mu$ m) Sieve	07/20/2016
D1557 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/20/2016
D2166 Unconfined Compressive Strength of Cohesive Soil	07/20/2016
D2216 Laboratory Determination of Moisture Content of Soils	07/20/2016
D4318 Determining the Liquid Limit of Soils (Atterberg Limits)	07/20/2016
D4318 Plastic Limit of Soils (Atterberg Limits)	07/20/2016
D6938 In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	08/19/2021



# SCOPE OF AASHTO ACCREDITATION FOR:

L&G Consulting Engineers, Inc.

in Mercedes, Texas, USA

## Aggregate

### Standard:

### Accredited Since:

C117 Materials Finer Than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing	07/20/2016
C127 Specific Gravity and Absorption of Coarse Aggregate	08/19/2021
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	08/19/2021
C136 Sieve Analysis of Fine and Coarse Aggregates	07/20/2016



# SCOPE OF AASHTO ACCREDITATION FOR:

L&G Consulting Engineers, Inc.

in Mercedes, Texas, USA

## Concrete

**Standard:**

**Accredited Since:**

M201	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	04/14/2020
R60	Sampling Freshly Mixed Concrete	04/14/2020
T22	Compressive Strength of Cylindrical Concrete Specimens	04/14/2020
T23 (Cylinders)	Making and Curing Concrete Test Specimens in the Field	04/14/2020
T119	Slump of Hydraulic Cement Concrete	04/14/2020
T121	Density (Unit Weight), Yield, and Air Content of Concrete	04/14/2020
T152	Air Content of Freshly Mixed Concrete by the Pressure Method	04/14/2020
T196	Air Content of Freshly Mixed Concrete by the Volumetric Method	04/14/2020
T231 (5000 psi and below)	Capping Cylindrical Concrete Specimens	04/14/2020
T309	Temperature of Freshly Mixed Portland Cement Concrete	04/14/2020
C31 (Cylinders)	Making and Curing Concrete Test Specimens in the Field	01/22/2018
C39	Compressive Strength of Cylindrical Concrete Specimens	01/22/2018
C138	Density (Unit Weight), Yield, and Air Content of Concrete	01/22/2018
C143	Slump of Hydraulic Cement Concrete	01/22/2018
C172	Sampling Freshly Mixed Concrete	01/22/2018
C173	Air Content of Freshly Mixed Concrete by the Volumetric Method	01/22/2018
C231	Air Content of Freshly Mixed Concrete by the Pressure Method	01/22/2018
C511	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	01/22/2018
C617 (5000 psi and below)	Capping Cylindrical Concrete Specimens	04/14/2020
C1064	Temperature of Freshly Mixed Portland Cement Concrete	01/22/2018
C1231 (7000 psi and below)	Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	01/22/2018

**USACE  
CERTIFICATE**



USACE CERTIFICATE  
OF  
LABORATORY VALIDATION



**L&G Consulting Engineers, Inc.**

2100 W. Expressway 83  
Mercedes, TX,  
Eloy Casares  
(956) 565-0760

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

**THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:**

**08 MAR 2021 AT 08:25 HOURS**

**ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 03/05/2023**

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: <https://mtc.erdcdren.mil>

A handwritten signature in black ink, appearing to read "Chad A. Gartrell". The signature is written in a cursive style and is positioned above a horizontal line.

Chad A. Gartrell, PE, Director  
USACE Materials Testing Center  
Vicksburg, Mississippi, USA

## AGGREGATE

Aggregate - C 117 - Req - Material Finer than 75  $\mu\text{m}$  (No. 200) Sieve  
Aggregate - C 136 - Req - Sieve Analysis of Aggregates

## BITUMINOUS

Bituminous - D 2726 - Req - Bulk Specific Gravity and Density  
Bituminous - D 2950 - Req - Density of Bituminous Concrete in Place by Nuclear Methods  
Bituminous - D 5444 - Req - Mechanical Size Analysis of Extracted Aggregate  
Bituminous - D 6307 - Req - Asphalt Content of Hot-Mix Asphalt by Ignition Method

## CONCRETE

Concrete - C 31 - Req - Making and Curing Test Specimens in the Field  
Concrete - C 39 - Req - Compressive Strength of Cylindrical Specimens  
Concrete - C 138 - Req - Unit Weight and Air Content by Gravimetric  
Concrete - C 143 - Req - Slump  
Concrete - C 172 - Req - Sampling  
Concrete - C 173 - Req - Air Content by Volumetric \*\*\*required if C231 not performed\*\*\*  
Concrete - C 231 - Req - Air Content by Pressure \*\*\*required if C173 not performed\*\*\*  
Concrete - C 511 - Opt - Moist Cabinets, Moist Rooms, Water Storage Tanks  
Concrete - C 617 - Opt - Capping Cylindrical Specimens  
Concrete - C 1064 - Req - Temperature of Concrete  
Concrete - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)  
Concrete - C 1231 - Opt - Unbonded Caps

## SOILS

Soils - D 421 - Req - Dry Preparation for Particle Size Distribution & Soil Constants  
Soils - D 422 - Req - Particle Size Analysis  
Soils - D 698 - Req - Compaction Characteristics by Standard Effort  
Soils - D 1140 - Req - Material Finer than 75  $\mu\text{m}$  (No. 200) Sieve  
Soils - D 1557 - Req - Compaction Characteristics by Modified Effort  
Soils - D 2166 - Req - Unconfined Compressive Strength  
Soils - D 2216 - Req - Water Content  
Soils - D 4318 - Req - Liquid & Plastic Limits & Plasticity Index

**RADIOACTIVE MATERIAL LICENSE  
(TEXAS BUREAU OF RADIATION CONTROL)**



**L&G Engineering**  
Transportation Consulting Engineers



**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

# RADIOACTIVE MATERIAL LICENSE

Pursuant to the Texas Radiation Control Act and Texas Department of State Health Services (Agency) regulations on radiation, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess and transfer radioactive material listed below; and to use such radioactive material for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the Agency now or hereafter in effect and to any conditions specified below.

<b>LICENSEE</b>		3. License Number	L06671
1. Name	L&G CONSULTING ENGINEERS INC DBA L&G ENGINEERING	4. Expiration Date	October 31, 2024
2. Address	ATTN ELOY CASARES 2100 W EXPRESSWAY 83 MERCEDDES TX 78570	Amendment Number	02

This license is amended in accordance with correspondence dated January 8, 2020.

5. Radioisotope	6. Form of Material	7. Maximum Activity	8. Authorized Use
A. Americium-241/Beryllium	A. Sealed source (QSA Model AMN.V997; EZ Model Am1.NO2)	A. 1 source not to exceed 44 millicuries	A. Measurement of physical properties using Humboldt Scientific Inc. (HSI) Model 5001 moisture/density gauge.
B. Americium-241/Beryllium	B. Sealed source (QSA Model AMN.V997; EZ Model Am1.NO2)	B. <b>5 sources</b> not to exceed 44 millicuries each	B. Measurement of physical properties using Instrotek, Inc. Model 3500 moisture/density gauge.
C. Cesium-137	C. Sealed source (QSA Model CDC.805; EZ Model HEG-137)	C. 1 source not to exceed 11 millicuries	C. Measurement of physical properties using HSI Model 5001 moisture/density gauge.
D. Cesium-137	D. Sealed source (QSA Model CDC.805; EZ Model HEG-137)	D. <b>5 sources</b> not to exceed 11 millicuries each	D. Measurement of physical properties using Instrotek, Inc. Model 3500 moisture/density gauge.

## RADIOACTIVE MATERIAL LICENSE

LICENSE NUMBER	AMENDMENT NUMBER
L06671	02

9. A. Radioactive material shall be stored and used at:

<u>Site Number</u>	<u>Location</u>
000	Mercedes – 2100 West Expressway 83 (Main Site)
001	Mission – 900 South Stewart Road, Suites 6 and 7

- B. The authorized place of use is at temporary sites, in areas not under exclusive Federal jurisdiction, throughout Texas. The licensee is authorized to store radioactive material at a temporary site up to 90 days in any twelve-month period.
10. This license is issued in accordance with Title 25 Texas Administrative Code §289.252(e), "General requirements for the issuance of specific licenses."
11. The individual designated to perform the functions of Radiation Safety Officer (RSO) for activities covered by this license is Eloy Casares.
12. Radioactive material shall only be used by individuals who have successfully completed the training described in the letter dated October 3, 2014.
13. Sealed sources or source rods containing radioactive material shall not be opened or sources removed or detached from source rods or gauges by the licensee, except as specifically authorized.
14. The licensee shall conduct at intervals not to exceed six-month visual inspections and operational checks of all gauges to ensure that the equipment is in good working condition, the sources are adequately shielded, and required labeling is present and legible. A record of each inspection shall be maintained for inspection by the Agency for three years and shall include the date of the inspection, name and signature of the individual performing the inspections, equipment involved, any problems found, and what, if any, corrective action was taken.
15. Any cleaning, maintenance or repair of the gauges that requires detaching the source or source rod from the gauge shall be performed only by the manufacturer or other persons specifically licensed by the Agency, the U.S. Nuclear Regulatory Commission or an Agreement State to perform such services.

**RADIOACTIVE MATERIAL LICENSE**

LICENSE NUMBER	AMENDMENT NUMBER
L06671	02

16. Except as specifically provided otherwise by this license, the licensee shall possess and use the radioactive material authorized by this license in accordance with statements, representations, and procedures contained in the following:

Application dated September 12, 2014, and Letter dated October 3, 2014.

Title 25 TAC §289 shall prevail over statements contained in the above documents unless such statements are more restrictive than the regulations.

VJD:vjd

Date January 10, 2020

FOR THE DEPARTMENT OF STATE HEALTH SERVICES

  
Shawn Garza, Program Coordinator  
Industrial Licensing Program