

EXHIBIT A

-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

General:

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Provide the authorization to proceed with services through coordination with the project consulting with the Engineer.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Review and approve the Project design criteria.
- (8) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT B

-Scope of Services to be provided by the Engineer

The following provides an outline of the service to be provided by the **ENGINEER** in the development of the project.

The **ENGINEER** will evaluate and design of the improvements as follows:

1. Review existing Drainage Conditions Between Jara Chinas Rd & El Pinto Rd. along FM 2221 (W. Mile 7 Rd.)
2. Develop the Hydrologic and Hydraulic Modeling based on Existing Conditions.
3. Conduct field surveys to obtain information on existing conditions and topography on proposed project;
4. Identify alignments and right of ways of proposed project;
5. Coordinate with Precinct 3 and utility companies for locates and possible utility relocation as needed;
6. Survey of Possible Detention Ponds and Storm Infrastructure; to include existing road rights-of-way, irrigation district possible crossings, existing properties at or along proposed alignment.
7. Design Storm Drainage Plan- Detention Pond, Storm Infrastructure Crossing and Roadside Ditch Drainage plans
8. Prepare Construction plans, specification and estimates for project improvements
9. Coordinate and assist Ptc 3 on Bidding process

EXHIBIT C -Work Schedule

Task No.	Task Description	Activities	Start	End
	Notice to Proceed/Task Order	--	6/29/22	--
1	Planning	Project Evaluation		
		Review Existing Conditions to Develop Design Criteria	6/29/22	7/18/22
2	Survey/Topography	Surveying and Topography field work		
		Conduct Survey, Topography, utility and existing storm infrastructure. (use existing contour maps for H&H.	7/18/22	7/29/22
3	Final Design Phase	Develop Design; Complete Bidding Documents; Complete Final Plans and Specifications.		
		30% Final Design Package	7/29/22	8/13/22
		OWNER Review of Final Design Package (30%)	8/13/22	8/2022
		60% Final Design Package	8/20/22	9/4/22
		OWNER Review of Final Design Package {60%}	9/4/22	9/18/22
		90% Final Design Package	9/18/22	9/29/22
		OWNER Review of 90% Final Design Package	9/29/22	10/8/22
		Address Final Owner Comments (100% Package)	10/8/22	10/22/22
4	Development Time Line	Advertising, Bid Phase, Selection		
		Prepare Bid Package	10/22/22	11/5/22
		Advertisement for Drainage improvements Bid Date	11/5/22	11/26//22
		Contractor Selection/ Execute Contract	-	12/10/22
5	Construction Period	Construction, Substantial Completion, Final Completion		
		Construction Start Date	1/9/23	-

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates
Hidalgo County Precinct No. 3
Jara Chinas Rd & El Pinto Rd. along FM 2221(W. Mile7)
Prepared by: J&R Engineering, LLC
Summary of Estimated Construction Costs: MAY 2022

ESTIMATED QUANTITIES SUMMARY					
ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	\$ 15,000.00	\$15,000.00
2	BARRICADES, SIGNS & TRAFFIC HANDLING	1	LS	\$ 50,000.00	\$50,000.00
3	REWORK BS MTL 10"	9,778	SY	\$ 1.50	\$14,666.67
4	FLEXBASE COMP INPLACE (4% lime Trtmt)	3,259	CY	\$ 22.00	\$71,703.70
5	LIME (HYDRATED LIME SLURRY) (10" Exist)	9,778	SY	\$ 2.00	\$19,556.00
6	18" RCP Class IV	200	LF	\$ 60.00	\$12,000.00
7	24" RCP Class IV	500	LF	\$ 75.00	\$37,500.00
8	5x5 REINFORCE CONCRETE BOX	300	LS	\$ 600.00	\$180,000.00
9	REGRADE ROADSIDE DITCH	52,800	LF	\$ 3.50	\$184,800.00
10	BASE MATERIAL TY B	6,519	CY	\$ 5.00	\$32,592.59
11	DETENTION POND A EXCAVATION	40,000	CY	\$ 4.00	\$160,000.00
12	EXCAVATED MATERIAL HAULING AND DISPOSAL(A)	40,000	CY	\$ 3.00	\$120,000.00
13	DETENTION POND B EXCAVATION (Phase II)	0	CY	\$ 4.00	\$0.00
14	EXCAVATED MATERIAL HAULING AND DISPOSAL(B)PHII	0	CY	\$ 3.00	\$0.00
15	DUST CONTROL	9	MO	\$ 2,500.00	\$22,500.00
16	SIGNAGE, OBJ MRK & GAUGE INDICATOR	1	LS	\$ 5,000.00	\$5,000.00
17	WINGWALL (6' Ht)	4	EA.	\$ 12,600.00	\$50,400.00
18	SET (24") (6:1)	6	EA.	\$ 3,500.00	\$21,000.00
19	SET (18") (3:1)	6	EA.	\$ 2,500.00	\$15,000.00
20	CONC. GABIONS (ENERGY DISSIPATERS)	30	EA.	\$ 650.00	\$19,500.00
21	RIPRAP CONC 6"	100	CY	\$ 475.00	\$47,500.00
22	Reinforce Conc. Slab (Approaches)	550	CY	\$ 350.00	\$192,500.00
23	CONC CURB MONO (SLOTTED)	200	LF	\$ 90.00	\$18,000.00
				Drainage Improvements	\$ 1,289,218.96
				Eng Fee w/h&h(9.5%)	\$ 122,475.80
				Contingency (10%)	\$ 128,921.90
				Material Testing (3%)	\$ 38,676.57
				Total	\$ 1,579,293.23
MISCELLANEOUS	QUANTITY	UNIT	UNIT PRICE	TOTAL	
1	PROPERTY SURVEY WITH METES AND BOUNDS	2	EA	\$ 3,000.00	6,000.00
2	PROPERTY ACQUISITION (BY OTHERS)	20	AC	\$ 11,000.00	220,000.00
			TOTAL	\$	226,000.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY Professional Engineering Services Contract # C-21- - - Project No. 22-0028 Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **J&R ENGINEERING, LLC**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for Stormwater Infrastructure on FM 2221 (W. Mile 7 Rd) between Jara Chinas Rd. and El Pinto Rd. Ptc. 3

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 122,475.80. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

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

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #3**, as to content and detail of this **Work Authorization No. ____**.

HIDALGO COUNTY PRECINCT No. 3

BY: _____
Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, **2022**.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: _____
Name /Title

By: _____
Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be provided by the Owner
- ATTACHMENT "B" - Services to be provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. __ **TO AGREEMENT FOR PROFESSIONAL SERVICES**

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of ____ **20** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

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

WHEREAS, it has become necessary to amend the contract to

AGREEMENT

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

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

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

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

By: _____

**THE OWNER:
HIDALGO COUNTY**

By: _____
Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)