

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
C-24-0310-09-17**

**THIS AGREEMENT** is made and entered on this 17 day of September 2024, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the “**Owner**”, and **L&G Consulting Engineers, Inc.**, hereinafter called the “**Engineer**”.

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide “Project Specific” professional engineering services for: “**Western Hidalgo County Loop**” located within **Hidalgo County** (“**Services**”);

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm are necessary to carry out the required **Services**;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the **Owner** requested Statements of Qualifications (SOQ’s) from professional engineers to establish a yearly pool of qualified professional engineers to assist the **Owner** by providing professional engineering services. A copy of the Request for Qualifications (RFQ) packet, including applicable requirements and specifications, is attached hereto as **Exhibit “A”**, and is incorporated herein for all purposes;

**WHEREAS**, the **Engineer** submitted a SOQ in response to **Owner’s** RFQ and was pre-qualified to be included in the **Owner’s** pool of professional engineers;

**WHEREAS**, the **Engineer** has been selected from the **Owner’s** pool of professional engineers to provide the **Services** as required by **Owner**; and

**WHEREAS**, the **Engineer** represents that it is qualified and desires to perform such **Services**;

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer**, and the **Engineer** agrees to perform professional engineering services in connection with the

**Services** as stated in the articles to follow and for having rendered such **Services**, the **Owner** agrees to pay **the Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for the development of the **Services** with the following:

**2.1 Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **services** and fulfillment of this Agreement, as identified in **EXHIBIT “B” Services to be provided by the Owner**, attached hereto and made a part of this Agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT “C” Services to be provided by the Engineer**, attached hereto and made a part of this agreement (the “**Services**”).

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

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

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

**3.1 Termination Date.** This Agreement shall be for a period of **one (1) year(s)**, commencing, **September 17, 2024**, expiring, **September 16, 2025**, (hereinafter referred to as the (“**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

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

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

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

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

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

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

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

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

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

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

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

the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

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

**5.2 Special Services.** Those services that may be required to be provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "C"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "E" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

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

## **ARTICLE 6. Method of Payment.**

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

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

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

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

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

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise, is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer’s** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer’s** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

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

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

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

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "F"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "C"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "E"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer**

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

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

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

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

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

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

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

payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event, the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “E”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

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

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer’s** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to

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

## **ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

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

so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

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

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement, including goods and/or services, without the prior written consent of the **Owner** through a Work Authorization detailing the same. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

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

**ARTICLE 16. Confidential Information, Inventions, and Other Restrictions.**

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

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

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

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

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

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

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

### **17.3 Warranties.**

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

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

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

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "C"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

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

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the

**Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

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

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitors**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of

any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.

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

**ARTICLE 21. Insurance.** Consistent with its status as an independent contractor and at its sole expense, **Engineer** agrees that throughout the duration of the work under this contract and any extension thereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its sub-consultants connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, **Engineer's** activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering **Engineer's** activities in providing the services to the **Owner**. Coverage shall be in the amounts specified by the **Owner** in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. The **Engineer** shall furnish to the **Owner** certificate(s) of insurance and all renewals on an Acord form showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate(s) of Insurance shall be attached hereto and identified as **EXHIBIT "H"- Hidalgo County Certificate of Insurance**. For each applicable policy, **Engineer** shall name the **Owner** as an additional insured. **Engineer** shall notify the **Owner** a minimum of thirty (30) days in advance of cancellation of all or part of a policy. **Engineer** shall make any other insurance documentation available to the **Owner** upon request. The **Engineer** will be considered

in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

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

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

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

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

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

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

CC: Precinct No. 3  
Attn: Pct. 3 Commissioner Everardo “Ever” Villarreal  
Address: 724 Breyfogle Rd,  
Mission, TX 78574

If to Engineer: L&G Consulting Engineers, Inc.  
Attention: Jacinto Garza, P.E.  
Address: 2100 W. Expressway 83  
Mercedes, TX 78570

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

**ARTICLE 29. Miscellaneous Provisions.**

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

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

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

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

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

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

(g) **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

**ARTICLE 31. Immunities.** Nothing in this agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**ARTICLE 32. Nondiscrimination. Engineer,** including subcontractors, assignees, and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**ARTICLE 33. Additional Documents.** The **Engineer** and **Owner** hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

**ARTICLE 34. Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.237, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 17, 2024.**

**Agenda Item No. 96684**

**Executive Office: \_\_\_\_\_**

**VENDOR:**

L&G Consulting Engineers, Inc.

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
Jacinto Garza, PE, President

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

Office of the Hidalgo County  
Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

- EXHIBIT A** – Requirements/County's Request for Qualifications (RFQ) Packet
- EXHIBIT B** – Scope of Services to be provided by Owner
- EXHIBIT C** – Scope of Services to be provided by Engineer
- EXHIBIT D** – Work Schedule
- EXHIBIT E** – Contract Rates
- EXHIBIT F** – Work Authorization Form
- EXHIBIT G** – Supplemental Agreement Form
- EXHIBIT H** – Certificates of Insurance

**SUPPLEMENTAL SIGNATURES:**



# **EXHIBIT A**

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## **REQUIREMENTS/COUNTY'S REQUEST FOR QUALIFICATIONS**



# **HIDALGO COUNTY PROCUREMENT PACKET**

## **REQUEST FOR QUALIFICATION**

**RFQ No.: 24-0001-02-23-09**

## **PROFESSIONAL SERVICES POOLS - ENGINEERING SERVICES**

**Acceptance Due Date: February 23, 2024 at 3:00 pm**

Ignacio Amezcua MBA, CTCM, CTCD  
Hidalgo County Purchasing Director

**Project Contact Information:**

**Jireh Lira Cabello, CTCD**, Contract Specialist III  
(956) 318-2626 Ext: 4868  
jireh.lcabello@co.hidalgo.tx.us

Hidalgo County  
REQUEST FOR QUALIFICATION  
Professional Services Pools - Engineering Services

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III. PROCUREMENT OVERVIEW .....

IV. LEGAL NOTICE .....

V. EVALUATION PROCEDURE .....

VI. ELECTRONIC FIRM SUBMISSION DOCUMENTS .....

Attachments:

- A - Requirements-Specifications
- B - Areas of Specialization - Engineering
- C - Insurance Requirements (Professional Services)
- D - COI Questionnaire
- E - Vendor Acknowledgment and HUB Declaration
- F - Certification Regarding Debarment
- G - Title VI Appendices
- H - 2 CFR 200
- I - FHWA 1273
- J - Proposer's Affidavit
- K - Reference Form

# 1. INVITATION LETTER

## 1.1. Summary

RELEASE DATE: Saturday, February 10, 2024

**RE: HIDALGO COUNTY - REQUEST FOR QUALIFICATIONS**

**RFQ NO.:24-0001-02-23-09** –Professional Services Pools - Engineering Services

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

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

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD

Hidalgo County Purchasing Director

## 1.2. Contact Information

**Project Contact:**

**Hector Garcia, CTCM**

Division Manager II - Construction

2802 S. Business Highway 281

Edinburg, TX 78539

Email: [hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us)

Phone:  [\(956\) 318-2626 Ext: 4857](tel:(956)318-2626)

**Procurement Contact:**

**Jireh Lira Cabello, CTCD**

Contract Specialist III

2802 US-281 BUS

Edinburg, TX 78539

Email: [jireh.lcabello@co.hidalgo.tx.us](mailto:jireh.lcabello@co.hidalgo.tx.us)

Phone:  [\(956\) 318-2626 Ext: 4868](tel:(956)318-2626)

**Department:**

Hidalgo County

## 1.3. Timeline

<b>Release Project Date</b>	February 10, 2024
-----------------------------	-------------------

<p><b>Question Submission Deadline</b></p>	<p>February 13, 2024, 5:00pm</p>
<p><b>Question Response Deadline</b></p>	<p>February 15, 2024, 5:00pm</p>
<p><b>Qualification Submission Deadline</b></p>	<p>February 23, 2024, 3:00pm                  (All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The proposal opening is open to the public. Proposal opening participants may attend the proposal opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Proposal opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream:  <a href="https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09">https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</a></p> <p>Meeting ID: 964 6467 6754</p> <p>Passcode: 545411</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number:  <a href="https://hidalgocounty.zoom.us/u/abObUBYixl">https://hidalgocounty.zoom.us/u/abObUBYixl</a></p> <p>Join by SIP: <a href="mailto:96464676754@zoomcrc.com">96464676754@zoomcrc.com</a></p>

## 2. SUBMISSION DETAILS

### 2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Friday, February 23, 2024, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Friday, February 23, 2024, at 3:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

### 2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

#### **DELIVER TO:**

##### US Postal Mail Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Jireh Lira Cabello, CTCD
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

##### Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Jireh Lira Cabello, CTCD
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

#### **FIRM INSTRUCTIONS**

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the firm’s name and the RFQ number. Responses that are not identified with the RFQ number on the outside, will be at risk of rejection.

### **SUBMISSION OUTLINE/CHECKLIST**

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet can be found under the [#ATTACHMENTS](#) section:**

- A. Table of Contents
- B. Required Confirmations/Documents
  1. Legal Notice Declaration - **(Confirmation)**
  2. Areas of Specialization - **(Document)**
  3. Insurance Requirements
    - a. Proof of Insurance - **(Document)**
    - b. Insurance Requirement Acknowledgement - **(Confirmation)**
    - c. Project Requirements Acknowledgement - **(Confirmation)**
  4. Conflict of Interest Questionnaire
    - a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable) - **(Document)**
  5. Vendor Acknowledgment and HUB Declaration
    - a. Vendor Acknowledgment - **(Confirmation)**
    - b. HUB Declaration - **(Document)**
  6. Certification Regarding Debarment
    - a. Signed Certification - **(Document)**
    - b. SAM.gov Registration Acknowledgement - **(Document)**

- c. Form 1295 - **(Document)**
- 7. Title VI Appendices
  - a. Title VI Appendices [A -E] - **(Confirmation)**
- 8. Required Contract Clauses For Contracts Under Federal Award
  - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
  - b. 2 CFR 200 Certification - **(Document)**
- 9. FHWA 1273
  - a. FHWA 1273 - **(Confirmation)**
- 10. Proposer's Affidavit
  - a. Proposer's Affidavit - **(Document)**
- 11. References - **(Document)**
- 12. Addenda (when applicable; see Addenda under Legal Notice)
- 13. Company/Firm Response
  - a. Cover Sheet
    - i. Company Name, Company Address, Company Phone Number
    - ii. Project Name: Professional Services Pools - Engineering Services
    - iii. Procurement Number: 24-0001-02-23-09
    - iv. Opening Date: Friday, February 23, 2024
    - v. Opening Time: 3:00 pm
  - b. Section I: Understanding of The Project
  - c. Section II: Firm Information
    - i. Firm History
    - ii. Personnel and Staffing
    - iii. Proof of Licenses and Certifications
  - d. Section III: Firm Experience and Qualifications
    - i. Competency
    - ii. Experience and Recent Projects
    - iii. References
  - e. Section IV: Scope of Services

- i. List of Services
  - ii. Narrative
- f. Section V: Miscellaneous

**(Confirmation) = A confirmation is required for this section.**

**(Document) = A document submission is required for this section.**

### 2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

\*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

### 3. PROCUREMENT OVERVIEW

**THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.**

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

#### 3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified firms interested in providing comprehensive professional services as part of our Professional Services Pools throughout the identified term of the pool. Qualified Respondents may then be engaged from the pool to provide professional services on an "As Needed Basis" or on a "Project-Specific Basis". Sealed qualifications will be received for "Hidalgo County (including all funding sources, programs, and entities) Professional Services Pools - Engineering Services, in accordance with the requirements attached hereto as **"Requirements/Specifications"**. Inclusion into the specified Pool is based on qualifications and other factors as herein set forth. The qualifications should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

Hidalgo County is requiring all submitted qualifications are to remain firm for a minimum of ninety (90) days after the RFQ opening.

#### 3.2. PRE-BID MEETING

If there will be a Pre-Bid meeting the information will be included in Section 1 – Invitation Letter/Timeline.

#### 3.3. AWARD

Hidalgo County anticipates accepting all qualified firms to our Pool. No award can be made until approved by Hidalgo County Commissioners Court. This RFQ does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of an agreement.

#### 3.4. TERM OF POOL

The term of this pool shall be for a period of five (5) years commencing on the date approved by the Commissioners Court or as designated. The information provided in this Request for Qualification

(hereinafter referred to as “RFQ”) is only to be used for the purpose of preparing a submission for the above-referenced pool.

### 3.5. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

### 3.6. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

### 3.7. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

### 3.8. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

### 3.9. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

### 3.10. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Tuesday, February 13, 2024, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

### 3.11. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

### 3.12. COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Proposer acknowledges it is submitting a response at their own risk and

expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

### 3.13. WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

### 3.14. NOTICE OF COMMUNICATION

***All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.*** No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

## 4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services. The Hidalgo County Purchasing Department webpage may be found at <https://www.hidalgocounty.us/143/Purchasing-Department>.

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/County-Administrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

### 4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

### 4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

### 4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on Hidalgo County "**Vendor Acknowledgment**" on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

### 4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released

Addenda will be e-mailed to all point of contact(s) who are Following the solicitation in the PORTAL, and are listed as a “Follower” (planholder) in the PORTAL.

#### 4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as “Commissioners Court”), or other applicable governing body.

#### 4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on "**Company/Firm Response**", in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners’ Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

#### 4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

**4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252.** Pursuant to the Texas Government Code, including but not limited to Chapter’s 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

**4.7.2 Breach of Ethics.** Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in

any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**4.7.3 Bonds.** If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the "**Projects Requirements Acknowledgement**". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

**4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274.** In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270.** In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

**4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion.** The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the

contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at [www.sam.gov](http://www.sam.gov) with their response.

**4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate.** When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

**4.7.8 Disclosure of Conflict of Interest.**

**4.7.8.1 As an Offeror.** Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

**4.7.8.2 Certificate of Interested Parties (Form 1295).** Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

**4.7.8.3 Collusion.** The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. "**Proposer's Affidavit**" must be included in the response.

**4.7.8.4 Consultants Excluded from Competition.** An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

**4.7.8.5 Disclosure of Interested Parties (Form CIQ).** Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The "**Conflict of Interest Questionnaire (CIQ)**", attached hereto, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/County-Clerks-Office>. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

**4.7.8.6 Disclosure to Report Lobbying.** When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in "**2 C.F.R. § 200**".

**4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274.** In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association" means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

**4.7.10 Disqualification of Offeror.** By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are

opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

**4.7.11 Ethical Business Practices.** Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, [ignacio.amezcua@co.hidalgo.tx.us](mailto:ignacio.amezcua@co.hidalgo.tx.us).

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

#### 4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

**4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises.** The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in "**HUB Declaration**".

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- A. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

**4.8.2 Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

**4.8.3 Nondiscrimination.** By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

**4.8.4 Texas Public Information Act.** The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award.** To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

**4.8.5 Title VI Notice.** The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, "**Title VI**" has been broadened by related statutes, regulations and executive orders as found in **Appendices "A" through "E"** as attached hereto. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

## 4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the

Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

#### 4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

#### 4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

#### 4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

#### 4.13. COUNTY APPROVED HOLIDAYS

The Offeror is advised that official County business will not be conducted on approved County holidays. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.

#### 4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have

been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

#### 4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized “Grant Funding” rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

**4.15.1 General Funding.** A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

**4.15.2 Grant Funding.** Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in “**2 C.F.R. § 200**”. It is the County’s intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

#### 4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party’s responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party’s conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

#### 4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

#### 4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

#### 4.19. INDEMNIFICATION

**The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful Offeror.**

#### 4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

#### 4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See "**Insurance Requirements**"). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

#### 4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

#### 4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on respondents "**Submission**". If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

#### 4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
  - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
  - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.

- put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.
- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

#### 4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

#### 4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on "**Requirements/Specifications**". A prospective respondent, by submitting a response, represents to County that it meets the requirements listed. Respondent is required to advise the County of any change to information provided in its submitted response.

#### 4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

#### 4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

#### 4.29. PAYMENT UNDER CONTRACT

If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

#### 4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

#### 4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of Goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through

Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the "**Requirements/Specifications**" attached hereto to this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

#### 4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

#### 4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

#### 4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

#### 4.35. PROCUREMENT PACKET SUBMISSION

**4.35.1** Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response.** Late submissions will not be accepted for any reason.

**4.35.2 Supplemental Materials.** Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification

information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

#### 4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the "**Vendor Acknowledgment**".

#### 4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on "**Company/Firm Response**". Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

#### 4.38. QUALIFICATIONS OF OFFEROR

Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

#### 4.39. RECYCLED MATERIALS

Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

#### 4.40. REFERENCES

If applicable, unless otherwise indicated, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project cancelled, then please indicate so.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as

demonstration of their prior experience, or if Offeror prefers, may utilize the "**Reference Form**". Letters or reference sheet must include the following information

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.If Offeror has not had a project cancelled, then please indicate so.

#### 4.41. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet as published shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, the response must be submitted according to the instructions contained within this procurement packet.

#### 4.42. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### 4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality

as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### 4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

#### 4.45. TAXES

Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

#### 4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the **Procurement Overview**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

#### 4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

#### 4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

#### 4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written

request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

#### 4.50. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

#### 4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

#### 4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

## 5. EVALUATION PROCEDURE

**It is Hidalgo County's intent to comply with the requirements of Chapter 262 of the Texas Local Government Code and the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code. It will select the most highly qualified provider of the professional service on the basis of demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price.**

### **POOL ACCEPTANCE**

It is Hidalgo County's intention that all responses that meet the requirements listed within this procurement packet will be accepted in the respective prospective service pool.

### **AWARD PROTOCOL**

After inclusion in the respective professional service pool, a firm can be selected from the approved Pool for 1) an On-Call Agreement, or 2) a Project Specific Agreement; regardless of the option, once a project has been identified and it is determined that the services specific to this procurement packet are required, approval to seek engagement for Professional Services is requested from the Hidalgo County Commissioners Court. The following protocol and procedures are utilized:

1. Hidalgo County Commissioners Court, Elected Official, or User Department in need of the Professional Service will nominate, at the minimum, 3 firms. The firms selected must be able to complete the project requested, and if specializations are available, those specialized firms should be considered for nomination first.
2. Hidalgo County Commissioners' Court, Elected Official, or User Department will select the Evaluation Committee.
3. The Evaluation Committee will review, score and evaluate the Statement of Qualifications received in this response.
4. A Scoring Grid will be presented to Hidalgo County Commissioners Court for the purpose of Ranking and Approval for the Hidalgo County Purchasing Department to enter into negotiations with the number one (1) ranked firm.

### **EVALUATION CRITERIA**

Award shall be made to the responsible firm whose proposal is determined to be the best-evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the "**Evaluation Criteria**".

- Professional qualifications and experience of the firm and its staff with a minimum of predetermined number of years of relevant experience and demonstrated success in providing the services requested in this solicitation;
- Ability to commit resources and turnaround time for services requested;
- Pricing;
- Experience with other clients of similar size to Hidalgo County and government entities;

- Firm's professional reputation for integrity and compliance with state and federal law, including having the appropriate license to do business in Texas;
- Past performance history with Hidalgo County (if applicable);
- Experience based on references submitted with the firm's proposal; and
- Overall quality of the firm's proposal.

Submission of a proposal implies the firm's acceptance of the evaluation criteria and the firm's recognition that subjective judgments must be made by the Evaluation Committee. Pricing will be taken into consideration AFTER evaluation as part of the process in compliance with Chapter 2254 of the Texas Government Code.

### **EVALUATION PROCESS**

All proposals will be examined by an Evaluation Committee consisting of various Hidalgo County personnel and Hidalgo County Purchasing on a 100-point system.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration; however, Hidalgo County reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

While Hidalgo County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this procurement packet, and firms are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the firm to meet such claims will result in a requirement that the firm provides resources necessary to meet submitted claims, without extending an additional cost to Hidalgo County.

Hidalgo County Purchasing Department may initiate discussions with selected firms; however, firms may not initiate discussions. Firms shall not contact any Hidalgo County personnel during the procurement process without the expressed permission from the Hidalgo County Purchasing Department. Hidalgo County Purchasing Department may disqualify any firm that has made site visits, contacted Hidalgo County personnel, or distributed any literature without authorization from Hidalgo County Purchasing Department.

All correspondence relating to this procurement from the advertisement to the award shall be sent to Hidalgo County Purchasing Department. Hidalgo County Purchasing Department shall coordinate all presentations and/or meetings between Hidalgo County and the firm relating to this solicitation.

Selected firms may/will be expected to make a presentation/product demonstration to an evaluation committee. In addition to a presentation, visits by the Evaluation Committee to representative firm client sites may be conducted where the proposed solution can be demonstrated in a production environment. Proposals, firm presentations, and product/service evaluations may develop into negotiating sessions with the firm(s) as selected by the Evaluation Committee and approved by Hidalgo County Commissioners Court.

### **NEGOTIATION PROCESS**

The Purchasing Department will commence negotiations with the Number One (1) ranked firm, as approved by Hidalgo County Commissioners Court by asking the selected firm to submit a Scope of Service, including their fees. Hidalgo County expects to conduct negotiations with the firm's representatives authorized to contractually obligate the firm with an offer. The negotiated contract includes a Best and Final Offer with the successful firm will be presented to Commissioners' Court for consideration and approval of the award of the contract. If the firm is unable to agree to contract terms and conditions, Hidalgo County reserves the right to cease negotiations with that firm and initiate negotiations with another firm.

## 6. ELECTRONIC FIRM SUBMISSION DOCUMENTS

\*Firms must complete this section if their submission will be electronic.

### 6.1. I confirm that I will be submitting my response electronically.\*

Please confirm and proceed with the electronic submission requirements.

Please confirm

\*Response required

### 6.2. LEGAL NOTICE DECLARATION\*

**TO:** Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

**ATTN:** Jireh Lira Cabello, CTCD, Contract Specialist III

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

**RE:** 24-0001-02-23-09 - Professional Services Pools - Engineering Services

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.

Please confirm

\*Response required

### 6.3. REQUIREMENTS/SPECIFICATIONS\*

Refer to "**Requirements/Specifications**" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood, and agree with the "**Requirement/Specifications**".

Please confirm

\*Response required

### 6.4. AREAS OF SPECIALIZATION\*

Refer to "**Areas of Specialization**" in the [#ATTACHMENTS](#) section. Please download the fillable documents, complete, and upload.

\*Response required

### 6.5. PROOF OF INSURANCE\*

#### **Insurance Requirements**

#### **Professional Services**

#### **(i.e...Engineers, Architects, Appraisers & Surveyors)**

Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

*Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law. Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

#### **Additional Insurance Requirements:**

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.

- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER		CONTACT NAME		
		PHONE		FAX (A/C, No):
		E-MAIL		(A/C, No):
		ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YY)
GENERAL LIABILITY				
COMMERCIAL GENERAL LIABILITY				
CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				
GENL AGGREGATE LIMIT APPLIED PER				
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				
AUTOMOBILE LIABILITY				
ANY AUTO <input type="checkbox"/>				
ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>			
HIRED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS <input type="checkbox"/>			
UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>			
EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>			
DED <input type="checkbox"/>	RETENTION \$ <input 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				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)				
CERTIFICATE HOLDER		CANCELLATION		
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S, HIGHWAY BUS. 281 EDINBURG, TEXAS 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
		AUTHORIZED REPRESENTATIVE		

ACORD 25 (2010/05)

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Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

\*Response required

#### 6.6. INSURANCE REQUIREMENT ACKNOWLEDGEMENT\*

I, an authorized representative for of my company, the company submitting this response, 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.

#### **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.

Please confirm

\*Response required

#### 6.7. PROJECT REQUIREMENTS ACKNOWLEDGMENT\*

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE:**

1. Licenses
2. Bonds
3. Certificates
4. Permits
5. Other

necessary to carry out the required project. Furthermore, **I am providing copies of the required documentation** (upload copies here) 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.

Please confirm

\*Response required

#### 6.8. CONFLICT OF INTEREST QUESTIONNAIRE\*

Please download the below documents, complete, and upload.

- [COI Questionnaire.pdf](#)

\*Response required

#### 6.9. VENDOR ACKNOWLEDGMENT\*

**Please read and acknowledge the required steps necessary to do business with Hidalgo County:**

##### **Step 1:**

**OpenGov** will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

**Link can be found below:**

[-https://procurement.opengov.com/portal/co-hidalgo-tx](https://procurement.opengov.com/portal/co-hidalgo-tx)

##### **Step 2:**

**ConsiderMe (Vendor Enrollment Solution)** is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

[-https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe](https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe)

\*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

\*Response required

#### 6.10. HUB DECLARATION\*

Please download the below documents, complete, and upload.

- [HUB Declaration.pdf](#)

\*Response required

#### 6.11. CERTIFICATION REGARDING DEBARMENT\*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

\*Response required

**6.12. SAM.GOV REGISTRATION\***

Please enter your company's Legal Name and/or dba Name

\*Response required

**6.13. FORM 1295\***

Please provide a Form 1295.

- Reference Professional Services Pools - Engineering Services (24-0001) on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

\*Response required

**6.14. Title VI Appendices - (Please confirm that you have read, understood and agree)\***

**APPENDIX A**

**THE TITLE VI CONTRACTOR ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the

Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [ , ] [and] \* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities**

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Please confirm

\*Response required

### 6.15. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS\*

Please download the below documents, complete, and upload.

- [2\\_CFR\\_200.pdf](#)

\*Response required

### 6.16. FHWA 1273\*

Refer to "**FHWA 1273**" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "**FHWA 1273**."

Please confirm

\*Response required

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

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

\*Response required

6.18. REFERENCE FORM\*

Please download the below documents, complete, and upload.

- [Reference Form.pdf](#)

\*Response required

6.19. COMPANY/FIRM RESPONSE\*

Please upload your response to this RFQ as requested in *Requirements/Specifications*

\*Response required



## **EXHIBIT B**

---

### **SCOPE OF SERVICES BY OWNER**

**EXHIBIT “B”**  
**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.

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

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (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) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity (*when and if applicable*).
- (8) Review and approve the Project design criteria.
- (9) Review and approve change orders as required and prepared by the **ENGINEER**.



## **EXHIBIT C**

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### **PROJECT SPECIFIC SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER**

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**SECTION 1-PROJECT DESCRIPTION**

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: \_\_\_\_\_

CONTROL: \_\_\_\_\_

PROJECT/DESCRIPTION: \_\_\_\_\_

LENGTH: \_\_\_\_\_

HIGHWAY: \_\_\_\_\_

LIMITS: \_\_\_\_\_

**PROJECT CLASSIFICATION**

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

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

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

LPA shall mean Local Public Agency Hidalgo County.

SURVEYOR shall mean \_\_\_\_\_.

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

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SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING

(Function Code 102)

Services  
Provided By:  
ENGINEER LPA

- |   |   |   |
|---|---|---|
| — | — | <p>Preliminary Design Values<br/><i>The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.</i></p>   |
| — | — | <p>Preliminary Route Locations on Uncontrolled Mapping<br/><i>The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.</i></p>  |
| — | — | <p>Uncontrolled Mapping (w/Contours &amp; GIS Info)<br/><i>The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.</i></p>  |
| — | — | <p>Preliminary Traffic Evaluations &amp; Trends<br/><i>The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.</i></p>   |
| — | — | <p>Preliminary Hydrologic Map<br/><i>The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.</i></p>   |
| — | — | <p>Preliminary ROW Requirements<br/><i>The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.</i></p>   |
| — | — | <p>Preliminary Cost Estimates<br/><i>The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.</i></p>   |
| — | — | <p>Preliminary Environmental Analysis (for fatal flaws)<br/><i>The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.</i></p>   |
| — | — | <p>Project Fact Sheet with Est. Local Cost vs. Total Project Cost<br/><i>The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.</i></p>  |
| — | — | <p>Meetings, Coordination &amp; Support for Project Development<br/><i>The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.</i></p> |

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

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**SECTION 3 - ROUTE AND DESIGN STUDIES**

(Function Code 110)

Services  
Provided By:  
ENGINEER LPA

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|-----|-----|--|
| ___ | ___ | 1. Route Location Studies  |
| ___ | ___ | 2. Level of Service Analysis   |
| ___ | ___ | 3. Traffic Evaluations and Projections   |
| ___ | ___ | 4. Develop Roadway Design Criteria   |
| ___ | ___ | 5. Preliminary Cost Estimates  |
| ___ | ___ | 6. Design Schematic<br>(See Section 7, page 7-1 for schematic layout requirements) |
| ___ | ___ | 7. Preliminary Right-of-Way Requirements   |
| ___ | ___ | 8. Design Concept Conference   |
| ___ | ___ | 9. Soil Core Hole Drilling   |
| ___ | ___ | a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)                   |
| ___ | ___ | b. Retaining Walls (See Section 10, page 10-1 for requirements)                    |
| ___ | ___ | c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)           |
| ___ | ___ | d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)                  |

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES  
AND PUBLIC INVOLVEMENT**

(Function Code 120)

Services  
Provided By:  
ENGINEER LPA

1. Environmental Reports

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

a. Environmental Assessments

- (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
- (2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
- (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.

b. Environmental Impact Statement

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

2. Public Involvement

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

- a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
- b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
- c. A Notice of Availability (NOA) shall be published by the LPA upon approval of the environmental decision.

3. Technical Reports

All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.

a. Air Quality Analysis

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

b. Biological Technical Report

The previously approved Species Analysis Form shall be updated as per the Memorandum of Understanding (MOU) with the Texas Parks and Wildlife Department (TPWD) and shall be prepared in accordance with the STATE'S Biological Guidelines.

c. Wetland Permits

Two permit applications shall be prepared and all work efforts and deliverables shall be in accordance with the current TxDOT and the U.S. Army Corps of Engineers policies and procedures. Permits shall include all of the necessary maps and exhibits.

**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

Services  
 Provided By:  
ENGINEER LPA

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|---|---|--|
| — | — | (1) Historic Structure Studies<br>A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state’s historic structure requirements.                                  |
| — | — | (2) Archeological Studies<br>File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.             |
| — | — | d. Community Impact Analysis<br>A community impact analysis shall be prepared in accordance with the STATE’S Community Impact Guidelines.  |
| — | — | e. Hazardous Materials<br>The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.  |
| — | — | f. Indirect and Cumulative Impacts Analysis<br>An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE’s guidelines.  |
| — | — | g. Noise Analysis<br>A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE’S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document. |
| — | — | 4. Environmental Scoping<br>The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.  |
| — | — | 5. General Guidelines for Preparation of Environmental Documents   |
|   |   | a. All technical reports will be submitted electronically to TxDOT through their FTP site.   |
|   |   | b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.  |
|   |   | c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.   |
|   |   | d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.  |
|   |   | e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.   |
|   |   | f. Exhibits in the environmental document shall be color copies and text shall be black and white.   |

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

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**SECTION 5 - RIGHT-OF-WAY DATA**

(Function Code 130)

Services  
Provided By:  
SURVEYOR LPA

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

**A. RIGHT-OF-WAY MAPPING:**

**1. PURPOSE:**

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

**2. DEFINITIONS:**

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

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

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

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Services  
Provided By:  
SURVEYOR LPA

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

**3. WORK TO BE PERFORMED:**

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

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

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

3.2. Right-of-Way Map:

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

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

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

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

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

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

EXHIBIT “C”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

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

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

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Services  
Provided By:  
SURVEYOR LPA

3.3. Exhibits:

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

3.3.1. Property Description:

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

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

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

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

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

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

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

3.3.2. Parcel Plat:

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



EXHIBIT "C"  
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Services  
Provided By:  
SURVEYOR LPA

**5. GENERAL REQUIREMENTS:**

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

- 5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.
- 5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:
  - 5.2.1. In (List Applicable Counties): Counties (----- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.
- 5.3. Line and curve tables may be used when necessary.
- 5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.
- 5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

**6. AUTOMATION REQUIREMENTS:**

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

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

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
SURVEYOR LPA

**7. GENERAL SPECIFICATIONS:**

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

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

**8. ADHERENCE TO STANDARDS:**

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

**SAMPLES ATTACHED FC 130:**

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



**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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

Proposed information:

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

Improvements:

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

Utilities:

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

FIELD NOTES - Heading

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

General Description or “preamble”

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

Parent tract data is shown:

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

Beginning Description

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

Particular Description

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

Closing Description

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

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

**PARCEL SKETCH:**

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

**TRAVERSE SHEET**

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

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

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

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**SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY**

(Function Code 150)

Services  
Provided By:  
SURVEYOR LPA

**DESIGN AND CONSTRUCTION SURVEYS:**

**PURPOSE:**

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

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

**DEFINITIONS:**

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

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

**1. Design Surveying**

a. Primary Project Control – 3 to 5 miles spacing

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

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

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.

- (1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- (2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- (3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- (4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
- (5) Project control base lines
- (6) Photogrammetric ground control
  - (a) Establish horizontal control
  - (b) Establish vertical control points
  - (c) Place and maintain control point targets

EXHIBIT “C”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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Services  
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c. Other Design Surveying

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

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

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

**EXHIBIT “C”**  
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Services  
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SURVEYOR LPA

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| — | — | (11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified. |
|   |   | (12) Driveways and Turnouts  |
|   |   | (a) Inventory commercial entrances, public roads and side streets separately.  |
|   |   | (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.   |
|   |   | (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.  |
|   |   | (d) Obtain width at R.O.W. line.   |
|   |   | (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.  |
| — | — | (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)  |
| — | — | (14) Soil core hole staking at bridge class structures.  |
| — | — | (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.  |
| — | — | (16) Profiles of existing drainage facilities.   |
| — | — | (17) Measurement of hydraulic opening under existing bridges.  |
| — | — | (18) Obtain elevations of manholes and valves of utilities   |
| — | — | (19) Provide temporary signs, traffic control, flags, safety equipment, etc.   |
| — | — | (20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.  |
| — | — | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.   |
| — | — | (22) Inventory signs, mailboxes, and driveways   |
| — | — | (23) Locate wetlands.  |
| — | — | (24) Locate existing right-of-ways.  |
|   |   | d. <u>Construction Surveys:</u>  |
|   |   | In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:   |
| — | — | (1) Stake existing and/or proposed right-of-ways.  |
| — | — | (2) Stake existing and/or proposed baseline/centerline.  |
| — | — | (3) Stake proposed bridge structures.  |
| — | — | (4) Stake proposed drainage structures, such as manholes, culverts, etc.   |
| — | — | (5) Set grade stakes.  |
| — | — | (6) Recover and check existing control points.   |
| — | — | (7) Establish additional control points.   |
| — | — | (8) Check elevations and locations of structures.  |
| — | — | (9) Determine and resolve conflicts associated with survey data.   |

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

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Services  
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**2. Photogrammetric Products**

- a. Uncontrolled Photography
  - (1) Contact Prints
  - (2) Mosaics
  - (3) Digital ortho plots
- b. Mapping
  - (1) Planimetric Maps
  - (2) Contour Maps
  - (3) Cross Sections
  - (4) Profiles
  - (5) Digital Terrain Models (DTM)

**3. UTILITY SUBSURFACE INVESTIGATION:**

Utility Quality Levels are in cumulative order (least to greatest) as follows

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3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

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3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

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3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER. Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

- 3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

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

4. **DELIVERABLES: (NOT SUBMITTED IN WA#1)**

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

- |       |       |  |
|-------|-------|--|
| <hr/> | <hr/> | 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.  |
| <hr/> | <hr/> | 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.  |
| <hr/> | <hr/> | 4.3. Computer printouts or other tabulations summarizing the results of field surveys.   |
| <hr/> | <hr/> | 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.   |
| <hr/> | <hr/> | 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.   |
| <hr/> | <hr/> | 4.6. Field survey notes, as electronic and/or hard copies.   |
| <hr/> | <hr/> | 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor. |

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

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Services  
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4. *Deliverables (continued)*
- \_\_\_      \_\_\_      4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
- \_\_\_      \_\_\_      4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
- \_\_\_      \_\_\_      4.10. Survey reports in a format requested by the ENGINEER.
- \_\_\_      \_\_\_      4.11. Items indicated under the Automation Requirements Section 6.

**5. GENERAL REQUIREMENTS:**

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

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

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Services  
Provided By:  
SURVEYOR LPA

5. **AUTOMATION REQUIREMENTS:**

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

EXHIBIT “C”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**ADDITIONAL RESPONSIBILITIES**

**A. TRAFFIC CONTROL:**

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

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

**B. INVOICING:**

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

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

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

**D. MEETINGS:**

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

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

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

**F. OFFICE LOCATION:**

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

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

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SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services  
Provided By:  
ENGINEER LPA

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

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

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

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Services  
 Provided By:  
ENGINEER LPA

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

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**SECTION 8 - DRAINAGE**  
(Function Code 161)

Services  
Provided By:  
ENGINEER LPA

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

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



**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
ENGINEER LPA

- 5. Traffic Signals
  - a. Development of Justification (Warrant) Data
    - (1) Location Map  
Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
    - (2) Photographs as appropriate
    - (3) Accident data as appropriate
    - (4) Vehicle volumes (provided by TxDOT)
      - (a) Existing
      - (b) Estimated
      - (c) Projected
      - (d) Pedestrian
    - (5) Traffic Survey - Count Analysis
    - (6) Recommendation based on above data
  - b. Layout
    - (1) Title Sheet (when applicable)
      - (a) Describe the location
      - (b) Type of installation
      - (c) Area map with project limits for each location
      - (d) Index of sheets
      - (e) Space for official signatures
    - (2) Estimate and quantity sheet (when applicable)
      - (a) List of all bid items
      - (b) Bid item quantities
      - (c) Specification item number
      - (d) Paid item description and unit of measure
    - (3) Basis of estimate sheet (list of materials)
    - (4) General notes and specification data sheet
    - (5) Condition diagram
      - (a) Highway and intersection design features
      - (b) Roadside development
      - (c) Traffic control including illumination
    - (6) Plan sheet(s)
      - (a) Existing traffic control that will remain (signs and markings)
      - (b) Existing utilities
      - (c) Proposed highway improvements
      - (d) Proposed installation
      - (e) Proposed additional traffic controls
      - (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
      - (g) Proposed illumination attached to signal poles.
    - (7) Notes for plan layout
    - (8) Elevation sheet(s) (span wire design)
    - (9) Phase sequence diagram(s)
      - (a) Signal locations
      - (b) Signal indications
      - (c) Phase diagram
      - (d) Signal sequence table
      - (e) Flashing operation (normal and emergency)
      - (f) Preemption operation (when applicable)
      - (g) Interval timing, cycle length and offset

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

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Services  
Provided By:  
ENGINEER LPA

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

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

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SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services  
Provided By:  
ENGINEER LPA

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

**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
ENGINEER LPA

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2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

- a. The sequence of construction and method of handling traffic during each phase.
- b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
- c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
- d. Where detours are provided, typical cross sections shall be shown.
- e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

— —

3. Illumination

a. Preliminary Roadway Illumination Layout and Circuit Layout

(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:

- (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
- (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
- (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
- (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
- (e) Tentative ROW limits
- (f) Direction of traffic flow on all roadways
- (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

— —

b. Final Roadway Illumination and Electrical Circuit Layouts

- (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
- (2) Center line with station numbering.
- (3) ROW lines.
- (4) Symbol legend. Use department standard symbols for lighting and electrical.
- (5) Culverts and other structures that present a hazard to traffic.
- (6) Location of underground utilities, if not shown on plan profile.
- (7) Location of overhead electrical lines, both crossing and parallel to ROW.
- (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
- (9) Existing service poles, electrical circuits, ground boxes, etc.
- (10) Contact electric utility for service pole locations, voltage characteristics.
- (11) Location of proposed sign lighting circuits and roadway illumination.
- (12) Proposed electrical circuits.
- (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
 Provided By:  
ENGINEER LPA

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

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**SECTION 11 - BRIDGE DESIGN**

(Function Code 170)

Services  
 Provided By:  
ENGINEER LPA

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

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

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

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

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Services  
Provided By:  
ENGINEER LPA

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

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

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Services  
Provided By:  
ENGINEER LPA

- — 2. Preparation of Bridge Layouts (each bridge) (*continued*)
- c. Additional layout requirements for waterway structures and bridge classification culverts.
- (1) Design and 100-year peak discharges.
  - (2) Design and 100-year high water (HW) (Recorded HW and date if available)
  - (3) Natural and through-bridge velocities for design and 100-year floods.
  - (4) Calculated backwater for design and 100-year floods.
  - (5) Direction of flow for waterway crossings.
  - (6) Contours for water crossing.
- — 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
- — 4. Foundation Studies (Show cost estimate with Function Code 110)
- The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
- — 5. Bridge Total Quantities and Cost Estimates (each bridge)
- — 6. Bridge Special Provisions and Specifications (each bridge)
- — 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
- — 8. General Guidelines for Bridge Design
- a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the LPA has given the engineer written approval of the preliminary bridge layout.**
- Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:
- TxDOT Design Division, when applicable:
    - Railroad Companies
    - FHWA
    - U.S. Army Corps of Engineers
    - U.S. Coast Guard
    - Bureau of Reclamation
    - Texas Parks and Wildlife
    - Others
- Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.
- b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.
- c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

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

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

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

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

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SECTION 12 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Services  
Provided By:  
ENGINEER LPA

\_\_\_ \_\_\_ **CONSTRUCTION MANAGEMENT SERVICES:**

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

**Construction Bidding: 25% of the Work Authorization task**

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

**Construction Contract Administration and Inspection: 75% of the Work Authorization task**

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

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**Environmental Permit Compliance and Construction Monitoring**

8) Periodic field visits shall be conducted at the construction site during the construction of the culvert at the drainage crossings and the drainage ditch to ensure compliance of the General Conditions of NWP throughout the duration of construction and document and photograph field visits. An administrative record of the environmental permit compliance activities during construction for final submittal to USACE upon construction completion will be completed and submitted to USACE. Once construction is completed, Engineer shall assist the LPA with the compliance certification which provides the USACE a signed certification documenting completion of construction activity and will submit the necessary paperwork to USACE.

The pre-construction meeting shall be attended. The General Contractor shall be provided with the General Conditions of the Nationwide Permits (NWP). The General Conditions of the NWP at the pre-construction meeting shall be reviewed with the Contractor.

**Miscellaneous Technical Activities:**

9) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

- a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
- b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA.

12) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished five (5) set of prints.

**CONSTRUCTION MATERIAL TESTING:**

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

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.

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

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

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**SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES**  
**(for EST. XX PARCELS INCLUDING EASEMENTS**  
**AND X RELOCATIONS/DISPLACEMENTS)**

(Services to be provided by ENGINEER)

Services  
Provided By:  
ENGINEER LPA

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**1) PROJECT ADMINISTRATION**

- a) Negotiation of Scope of Services for Work Authorization
  - i) Acquisition Provider will visit project site with LPA personnel if necessary.
- b) Project Presence at ENGINEER Office Headquarters
  - i) Full Project Office
    - (1) No Joint Use of LPA or TxDOT facilities
    - (2) Open during normal LPA and State work hours
    - (3) Personnel available to answer questions
    - (4) Availability of Project Files
    - (5) At least one office staff member is required to be a current commissioned notary public.
- c) Overhead Costs
  - i) Administrative costs
- d) Communication
  - i) Provide monthly progress reports with invoice.
  - ii) Participate in project review meetings as determined by the LPA.
  - iii) Prepare initial property owner contact list for use by the LPA in distribution of Acquisition Provider introduction letters.
  - iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
- e) File Management
  - i) Project and parcel files will be kept in the LPA's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the LPA office as they are generated or received by the Acquisition Provider, if necessary.
  - ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
  - iii) Maintain records of all payments including check number, amount, and date paid, etc.
  - iv) Provide copies of all incoming and outgoing correspondence as generated if requested by LPA at provider conference.
  - v) Maintain copies of all correspondence and contacts with property owners.

**2) TITLE SERVICES**

- a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
- b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
- c) Secure title insurance for all parcels acquired, insuring acceptable title to LPA. Written approval by the LPA required for any exception.

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**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
ENGINEER LPA

**3) APPRAISAL**

- \_\_\_ \_\_\_ a) Appraiser may be selected from TxDOT’s list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
- \_\_\_ \_\_\_ b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the LPA/TxDOT. Maintain permission letters with appraisal reports.
- \_\_\_ \_\_\_ c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable LPA/TxDOT forms.
- \_\_\_ \_\_\_ d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file.
- \_\_\_ \_\_\_ e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/LPA policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- \_\_\_ \_\_\_ f) As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
- \_\_\_ \_\_\_ g) All completed appraisals will be administratively reviewed by ENGINEER Right of Way Division Office and recommended for approval by TxDOT.
- \_\_\_ \_\_\_ h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by ENGINEER and/or TxDOT.
- \_\_\_ \_\_\_ i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
- \_\_\_ \_\_\_ j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.

**4) APPRAISAL REVIEW**

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

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Services  
Provided By:  
ENGINEER LPA

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

**5) APPRAISAL UPDATES**

\_\_\_ \_\_\_ a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to LPA/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

\_\_\_ \_\_\_ b) As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by ENGINEER Right of Way Division Office and recommended for approval by TxDOT.

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

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

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

**6) NEGOTIATION, TASKS AND FEES**

\_\_\_ \_\_\_ a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.

\_\_\_ \_\_\_ b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

\_\_\_ \_\_\_ c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by LPA /TxDOT on applicable LPA /TxDOT forms.

\_\_\_ \_\_\_ d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

\_\_\_ \_\_\_ e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).

\_\_\_ \_\_\_ f) Respond to property owner inquiries verbally and in writing within two business days.

\_\_\_ \_\_\_ g) Prepare a separate negotiator contact report for each parcel per contact.

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Services  
Provided By:  
ENGINEER LPA

- \_\_\_ \_\_\_ h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- \_\_\_ \_\_\_ i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with LPA /TxDOT policy and procedures.
- \_\_\_ \_\_\_ j) Prepare final offer letter, documents of conveyance as necessary.
- \_\_\_ \_\_\_ k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
- \_\_\_ \_\_\_ l) Meet at the ENGINEER Right of Way Division office once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
- \_\_\_ \_\_\_ m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
- \_\_\_ \_\_\_ n) The consultant shall, as part of this proposal, estimate 20% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the LPA Attorney.

**7) CLOSING SERVICE FEES**

- \_\_\_ \_\_\_ a) Coordinate with LPA and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the LPA.
- \_\_\_ \_\_\_ b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
- \_\_\_ \_\_\_ c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.

**8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).**

- \_\_\_ \_\_\_ a) The amount of relocations or displacements as identified. ENGINEER will provide relocation advisory services. ENGINEER will compute replacement housing supplements (owner occupant and/or tenants)
- \_\_\_ \_\_\_ b) ENGINEER will provide advisory services to business displacements and relocate them effectively.
- \_\_\_ \_\_\_ c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

**9) CONDEMNATION SUPPORT**

- \_\_\_ \_\_\_ a) Pre-Hearing Support
  - i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
  - ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable.
  - iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

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SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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Services  
Provided By:  
ENGINEER LPA

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

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**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
ENGINEER LPA

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

**10) COMPENSABLE UTILITIES**

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

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

**EXHIBIT "C"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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Services  
Provided By:  
ENGINEER LPA

**11) PAYMENT SCHEDULE**

- a) Project Administration
  - i) Payment and Milestones
    - (a) Full Project Office
      - (1) Lump Sum Basis (assume 1 year project presence)
      - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      - (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      - (4) Monthly billing to LPA will be required.
- b) Title Services
  - ii) Payment
    - (a) Per Parcel basis.
  - iii) Milestones
    - (a) 100% upon securing initial title commitment.
- c) Appraisal Services
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% paid upon delivery of complete and acceptable appraisal report
- d) Appraisal Review
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% upon submission of ROW-A-10
- e) Appraisal Update
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% upon delivery of complete and acceptable appraisal update.
- f) Negotiation, Task, and Fees
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 80% upon presentation of initial offer.
    - (b) 20% upon successful negotiation and all instruments are recorded.
- g) Closing Service Fees
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% upon recordation of instrument of conveyance.
- h) Relocation Assistance
  - i) Payment
    - (a) Per Relocation
  - ii) Milestones
    - (a) 100% upon issuance of 90-day vacancy letter.
- i) Compensable Utilities
  - i) Payment
    - (a) By percent complete

# EXHIBIT "C"

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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### ADDITIONAL RESONSIBILITIES

#### **Easements, Letters of Permission, Etc.**

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

#### **Coordination of Utilities**

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

#### **Meetings**

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

#### **Specifications, Special Provisions, Special Specifications**

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

#### **Project Manager/Engineer Communication**

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

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

#### **Design Responsibilities**

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

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

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

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SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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Services  
Provided By:  
ENGINEER LPA

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**PROJECT LOCAL LETTING** - The following is a list of work associated with locally letting the project. See attached **Texas Department of Transportation "Local Government Project Development & Delivery Check list"** (Pages 1-16).

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**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**Document and Information Exchange**

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

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

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

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

CD Tape Required (YES or NO): YES

**Proposal Time**

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

**Office Location**

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

<u>Service</u>	<u>Office Location</u>
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the \_\_\_\_\_ Mercedes \_\_\_\_\_  
(City)  
office located at 2100 West Expressway 83 \_\_\_\_\_,  
(Address)  
Mercedes \_\_\_\_\_, Texas \_\_\_\_\_.  
(City) (State)

EXHIBIT “C”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE**

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

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

---

**APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)**

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

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

EXHIBIT “C”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**APPENDIX B - PLAN PREPARATION PROCEDURES**

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

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

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**APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)**

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

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

**EXHIBIT “C”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**APPENDIX C - GENERAL PLAN CHECKLIST**

Services  
 Provided By:  
ENGINEER LPA

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

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

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**APPENDIX C - GENERAL PLAN CHECKLIST *(continued)***

Services  
Provided By:  
ENGINEER LPA

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

**Miscellaneous**

___	___	Conduit Requirements
___	___	Traffic signal Requirements

**Summaries**

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

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

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

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**APPENDIX C - GENERAL PLAN CHECKLIST (*continued*)**

Services  
Provided By:  
ENGINEER LPA

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

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



# **EXHIBIT D**

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## **WORK SCHEDULE**

**EXHIBIT “D”**  
**Work Schedule**

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved by the Owner in writing for each Work Authorization. The work schedule will provide specific work sequences and definite review times by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestones and deliverable due dates outlined in each Work Authorization’s associated work schedule.

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 E**

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## **CONTRACT RATES**

# CONTRACT RATES

 <b>L&amp;G Consulting Engineers, Inc.</b>		
Audited Overhead Rate FY 2023		
Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 24
Senior Project Manager	\$ 83.00	\$ 260.62
Right-of-Way Administrator	\$ 68.00	\$ 213.52
Engineer - Senior Engineer	\$ 65.00	\$ 204.10
Geotechnical Engineer	\$ 62.00	\$ 194.68
Senior Environmental Scientist / Specialist	\$ 59.00	\$ 185.26
Engineer - Project Engineer	\$ 56.00	\$ 175.84
Right-of-Way Negotiator	\$ 43.00	\$ 135.02
Senior Engineer Tech	\$ 40.00	\$ 125.60
Engineering Lab Manager	\$ 40.00	\$ 125.60
Utility Coordinator	\$ 38.00	\$ 119.32
Senior Project Inspector	\$ 38.00	\$ 119.32
Record Keeper	\$ 33.00	\$ 103.62
Project Inspector	\$ 30.00	\$ 94.20
Environmental Planner/Specialist	\$ 29.00	\$ 91.06
Engineering Tech / GIS	\$ 27.00	\$ 84.78
Admin/Clerical	\$ 22.00	\$ 69.08
Soil & Aggregate Technician	\$ 22.00	\$ 69.08
Concrete Technician	\$ 22.00	\$ 69.08
Asphalt Technician	\$ 22.00	\$ 69.08
Negotiated Overhead Rate: 180.47% Negotiated Profit Rate: 12.00% Multiplier: 3.14	Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.	
<b>Other Direct Expenses:</b>	<b>Cost:</b>	
Lodging	\$107/night	
Meals	\$59/day	
Mileage	\$0.67 /mile	
Car Rental	\$75.00/day	
8 1/2" X 11" copies (B&W)	\$.50/ea	
11" X 17" copies (B&W)	\$.75/ea	
11" X 17" Mylar	\$2.00/ea	
Overnight Mail - Letter Size	\$15.00/Each	
Overnight Mail - Oversized Box	\$38.00/Each	
Air Travel	At Cost	

Base Contract Rate Fee Schedule

\_\_\_\_\_ JG Approved 5-28-24

Page 1 of 4

## CONTRACT RATES

### GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

#### Direct Expenses

#### Geotechnical Field Services

Mobilization (Drill Rig and Crew)	<b>2024</b> \$468.56/Day
Stand-By Time	\$206.01/Hr
Texas Cone Penetration Test (Tex-132)	\$5.89/Ea.
Soil Boring / Solid Stem	\$32.97/Lf
Soil Boring / Hollow Stem	\$32.97/Lf
Soil Boring / Mud Rotary	\$32.97/Lf
Support Truck	\$1.75/Mi.
Piezometer / Monitoring Well	<b>By Quote</b>

#### Soil Testing

Moisture Content Determination - ASTM D2216/Tex-103-E	<b>2024</b> \$11.20/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	\$56.38/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	\$56.62/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	\$84.51/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	\$70.51/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	\$101.59/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	\$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	\$507.07/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	\$549.97/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	\$225.54/Ea.
Standard Proctor - ASTM D 698	\$218.35/Ea.
Standard Proctor Soil-Cement - ASTM D 558	\$257.50/Ea.
Modified Proctor - ASTM D 1557	\$225.45/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	\$25.37/Ea.
Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A)	\$87.55/Ea.
Determination of Soil pH - Tex-128-E	\$91.66/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	\$169.15/Ea.
Resistivity of Soils - Tex-129-E	\$102.54/Ea.
Sulfate Content of Soils - Tex-145-E	\$91.66/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	\$246.72/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	\$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166	\$52.99/Ea.
Uniaxial Compression-Rock - ASTM D 7012	\$56.52/Ea.
Consolidation Test - ASTM D 2435	\$553.27/Ea.
Organic Content – ASTM D 2974 (Method C)	\$87.55/Ea.
Dispersive Characteristics of Soil (Double Hydrometer) – ASTM D4221	\$154.50/Ea.
Dispersive Characteristics of Soil (Crumb Test) – ASTM D6572	\$56.55/Ea.
Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647	\$154.50/Ea.

#### Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	<b>2024</b> \$63.37/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	\$76.67/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	\$90.18/Ea.
Sieve Analysis (Additional Sieves) - All Methods	\$14.12/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	\$49.34/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	\$49.34/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	\$49.34/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	\$49.34/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	\$77.44/Ea.
L.A. Abrasion - ASTM C131/ Tex-410-A	\$598.93/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	\$598.93/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	\$70.51/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	\$14.06/Ea.

## CONTRACT RATES

\*(In Conjunction w/ SSD Unit Wt of Aggregates)

Sand Equivalent - ASTM D 2419/Tex-203-F	\$77.44/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	\$84.52/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	\$49.34/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	\$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	\$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	\$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	\$91.66/Ea.

### **Pavement Testing (Mix & Roadway) / Asphalt Quality**

Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	<b>2024</b> \$95.48/Ea.
Asphalt Content - Tex-236-F	\$95.48/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	\$116.70/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	\$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F	\$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	\$15.91/Ea.
Lab Molded Density - Tex-207-F	\$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F	\$954.81/Ea.
Field Coring – ACP Thickness - ASTM D 3549	\$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	\$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	\$77.49/Ea.
In-Place Air Voids - Tex-207-F	\$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	\$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	\$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	\$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)	\$318.27/Ea.
Joint Density - Tex-207-F (Part VII)	\$318.27/Ea.
Tack Coat Adhesion - Tex-243-F	\$106.09/Ea.
Thermal Profile - Tex-244-F	\$185.66/Ea.
Ride Quality - Tex-1001-S	<b>By Quote</b>

### **Pavement Investigation (All Inclusive – QA Verification Field Sample) ~**

Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	\$528.41/Ea.
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### **Concrete/Masonry Field & Laboratory Testing**

Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A	<b>2024</b> No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A	\$25.32/Ea.
Air Content (Volumetric) - ASTM C 173	\$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	\$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	\$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	\$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	\$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	\$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	\$246.56/Ea.
<b>*(In Conjunction w/ Field Inspection)</b>	

### **Miscellaneous Testing**

Drilled Shaft Slurry Density - Tex-130-E (Part II)	<b>2024</b> \$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	\$21.22/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	\$26.53/Ea.

## CONTRACT RATES

**Engineering Review, Evaluation, Management & Administration**

**2024**

Test Report

\$25.03/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of “normal” work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during “normal” working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

All other project specific, third-party costs will be charged at cost plus 12 percent.



# **EXHIBIT F**

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## **WORK AUTHORIZATION FORM**

**EXHIBIT “F”**  
**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement # C-XX-XXXX-XX-XX**

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Professional Engineering Services Agreement No. C-XX-XXXX-XX-XX, incorporated herein by reference, for the “\_\_\_\_\_” made by and between HIDALGO COUNTY, action herein by and through the Commissioner’s Court, hereinafter called the “**Owner**,” and \_\_\_\_\_, hereinafter called “**Engineer**”.

**PART 1. SCOPE OF WORK**

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

The **Engineer** is to provide the scope of Services as required by the Agreement with Owner.

The scope of services to be provided by the **Engineer** is identified in **Attachment “A”** – “*Scope of Services to be provided by Engineer*” attached hereto and incorporated by reference.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon the costs outlined in the **Attachment “B”** – “*Fee Proposal*” attached hereto and incorporated by reference.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the **Professional Engineering Services Agreement No. C-XX-XXXX-XX-XX** between the **Owner** and the **Engineer**.

**PART 4. FUNDING**

This Work Authorization No. \_\_\_\_\_ 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 the scopes of the Work Authorization, within the limits of Agreement No. C-XX-XXXX-XX-XX, provided in this Work Authorization; or on**

( \_\_\_\_\_ **DATE** \_\_\_\_\_ ). *If applicable:* Engineer shall conform to the approved "Work/Project Schedule", attached hereto and incorporated by reference herein as **Attachment "C"**.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement No. C-XX-XXXX-XX-XX**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct \_\_\_\_\_, Commissioner \_\_\_\_\_**, as to content and detail of this **Work Authorization No. \_\_\_\_\_**.

**HIDALGO COUNTY PRECINCT No. \_\_\_\_\_**

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 \_\_\_\_\_, **20\_\_**.

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON MONTH, DAY, 2023.**

**Agenda Item No. \_\_\_\_\_**

**Executive Office: \_\_\_\_\_**

**ENGINEER:**  
\_\_\_\_\_ ENGINEERING.

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS:**

**Attachment "A"** – *Scope of Services to be provided by Engineer*

**Attachment "B"** – *Fee Proposal*

**Attachment "C"** – *Approved Work/Project Schedule (If applicable)*



# EXHIBIT G

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## SUPPLEMENTAL AGREEMENT FORM



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

**APPROVED BY COMMISSIONERS' COURT ON MONTH, DAY, 2023.**

**Agenda Item No. \_\_\_\_\_**

**Executive Office: \_\_\_\_\_**

**ENGINEER:**

\_\_\_\_\_ ENGINEERING .

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

**SUPPLEMENTAL SIGNATURES:**



# EXHIBIT H

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## CERTIFICATES OF INSURANCE