



March 17, 2026

The Honorable Eddie Cantu  
Commissioner, Hidalgo County Pct. No. 2  
**Attn: Erika Zamora, RPIC**  
300 W. Hallacres, Ste. G  
Pharr, Texas 78577

**RE: Supplemental No. 1 to Work Authorization No. 3  
Cesar Chavez Rd (From: Ridge Rd to Bus 83)  
Contract No. C-15-300-09-01**

Dear Commissioner Cantu:

L&G respectfully requests your approval of Supplemental No. 1 to Work Authorization No. 3. As previously discussed, it has become necessary to supplement this work authorization for the following reasons:

1. To Update TCP Phasing Sheets to accommodate Temporary Traffic Signals
2. Construction Phase & Sequencing for Design of Temporary Traffic Singals
3. ROW Acquisition for 7 Easement Parcels

The following is the funding breakdown for L&G Engineering and our Sub-Consultant's proposed fees associated with this Work Authorization.

• L&G Engineering ( <i>PRIME</i> ) .....	\$ 97,607.72
• Garza & Associates ( <i>Sub-Consultant</i> ) .....	\$ 7,875.00
• HLH Appraisal Services ( <i>Sub-Consultant</i> ) .....	\$ 2,800.00
• ETSI Group ( <i>Sub-Consultant</i> ) .....	<u>\$ 34,388.39</u>
<b>TOTAL</b>	<b>\$ 142,671.11</b>

Attached you will find the following:

- 1.) Two signed originals of Supplemental No. 1 to Work Authorization No. 3 with the following attachments:
  - Form 1295
  - Exhibit A "Scope of Services to be Provided by Owner"
  - Exhibit B "Scope of Services to be Provided by the Engineer"
  - REVISED - Exhibit D-1 "Estimated Man-hour Breakdown"

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,

Armando J. Sandoval, P.E.  
Project Manager

**Attachments**

**EXHIBIT "F"**  
Supplemental Agreement Form

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. 1  
TO WORK AUTHORIZATION NO. 3  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
C-15-300-09-01**

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

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the Agreement on the 1<sup>st</sup> day of September 2015 concerning engineering for **Cesar Chavez Road (from Business 83 to Ridge Rd)** project for Hidalgo County Precinct No. 2 (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, it has become necessary to amend Work Authorization No. 3 for the following reasons:

- 1) Traffic Engineering designs at the Intersection of Cesar Chavez and Bus 83 to include Interim Traffic Signal Design and Temporary Traffic Signal Design.
- 2) Appraisal Services and Appraisal Review for 7 Easement Parcels

**WHEREAS**, it has become necessary to amend "*Exhibit B & D*" of Work Authorization No. 3 to separate the costs associated with Engineering Services; and

**WHEREAS**, the Estimated Cost will increase from the Work Authorization #3 amount of \$850,455.07 to \$993,126.18; therefore, the amount of Supplemental #1 to Work Authorization #3 is **\$142,671.11**.

A. AGREEMENT

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

1. Sections of the Agreement, EXHIBIT "B" – SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE PROPOSAL are revised to reflect the above listed modifications of this Supplemental.
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**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**THE ENGINEER:  
ENGINEER**

BY:   
Jacinto Garza, P.E., President

**THE OWNER:  
HIDALGO COUNTY**

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

LIST OF EXHIBITS:

FORM 1295 – "Certificate of Interested Parties"  
EXHIBIT B – "Scope of Services to be provided by the Engineer"  
REVISED EXHIBIT D – "Fee Proposal"

**EXHIBIT "B"**  
**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: Hidalgo County

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

PROJECT/DESCRIPTION: Supplemental No. 1 to WA#3 – Traffic Engineering Designs at the Intersection of Cesar Chavez & Bus 83 to include Interim Traffic Signal Designs and Temporary Traffic Singal Designs and Right-of-Way Acquisition for 7 Easement Parcels.

LENGTH: 0.85 Miles

HIGHWAY: Cesar Chavez Rd

LIMITS: FROM: Ridge Road to Bus 83

**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 Quintanilla Headley & Associates.

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

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**SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION**

(Function Code 162)

Services  
Provided By:  
ENGINEER LPA

YES      NO

**TRAFFIC ENGINEERING DESIGN**

The proposed improvements along Cesar Chavez Road include widening of the existing two-lane road to four lanes divided, which includes a flush median, wide shoulders and sidewalks on both sides.

The proposed improvements will be constructed in two phases. Phase I covers the segment from south of Ridge Road to BUS 83. Phase II covers the segment from BUS 83 to Nolana Loop.

The construction of Phase I will impact the south side of the existing signal at BUS 83. Accordingly, ETSI will design Interim Signal improvements on the south side of the intersection and keep the north side (which falls within the RR ROW) as is, in order not to trigger RR approval requirements, a very lengthy process. The interim signal improvements on the south side will ultimately be combined with Phase II signal improvements to complete the complete the ultimate signal for this intersection.

Additionally, ETSI will design a Temporary Signal at BUS 83 that would accommodate the various sequences for Phase I construction. This design will not involve any of the signal equipment within the RR ROW.

**TRAFFIC ENGINEERING DESIGN AT CESAR CHAVEZ AND BUS 83**

- Interim Traffic Signal
- Temporary Traffic Signal
- **TASK 1 – General Notes for Traffic Signal Installation**  
ETSI will prepare the general notes based on TxDOT's latest practices
- **TASK 2 – Basis of Estimate**  
ETSI will prepare Basis of Estimate sheet(s) with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.  
ETSI will calculate quantities at 90% and 100% levels of completion or as directed by L&G.
- **TASK 3 – Condition Diagram**  
ETSI will collect from various agencies the existing geometries for the above intersections. Information from these plans will be verified in the field and then incorporated into the condition diagram sheets.  
ETSI will set up the condition diagram sheets that would show the existing configuration of each intersection, existing utilities and other elements in accordance with TxDOT design practices and as required by L&G. ETSI will show which items are to be removed and which to are to remain.

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

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○ **TASK 4 – Proposed Signal/Flashing Beacon Plan Layout**

ETSI will setup proposed signal/flashing beacon layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheelchair ramps, cross walks and service pole locations, in accordance with TxDOT Signal Design practices and as required by L&G.

The proposed layouts will also show existing equipment to remain, existing equipment to be removed and proposed new equipment to be installed by the contractor.

ETSI, with assistance from L&G Engineering, will contact the local power company for electrical service requirements at each of the above intersections.

ETSI will produce submittals for Client's review at the 90% and 100% completion levels or as directed by L&G.

○ **TASK 5 – Signal Phasing and Timing**

ETSI will develop optimal phasing and timing chart for the signalized intersections. The chart will be presented to TxDOT for review and approval before incorporation into the plan sheets.

○ **TASK 6 – Electrical Schedules**

ETSI will prepare tables, depicting the electrical schedule for the wiring connections at each intersection.

○ **TASK 7 – Intersection Signing, Pavement Markings and Curb Ramps**

While working on the proposed layouts, ETSI will also locate the crosswalks and stop bars at the intersections, as they affect the signal design and furnish this information to L&G. Curb ramps and crosswalks will conform to current US Access Board's Proposed Accessibility Guidelines as well as ADA standards.

ETSI will produce submittals for Client's review at the 90% and 100% completion levels.

○ **TASK 8 – Standard Sheets List**

ETSI will prepare a list of standard sheets for the 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

○ **TASK 9 – Specifications List and Cost Estimate**

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates using Pharr District's average bid values at the 90% and 100% submittals.

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

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○ **TASK 10 – Coordination and Meetings**

ETSI will participate in one or more project progress meetings as requested by L&G.

○ **TASK 11 – Temporary Traffic Signal Design:**

ETSI will set up temporary signal layouts that will show the existing and proposed geometry at this signalized intersection along with the area under construction and the traffic paths for each construction phase. Signal heads will be properly repositioned over the traveled lanes to accommodate each phase of construction. Two construction phases are anticipated for the construction of Cesar Chavez Road. Existing and proposed equipment will be used to minimize conflicts between traffic and construction areas.

Electrical schedules would be provided for the temporary signals as needed. ETSI will prepare tables, depicting the electrical wiring connections for each phase of construction as needed.

Quantities summaries for temporary equipment for each construction phase will be prepared along with appropriate notes and a construction cost estimate.

**EXHIBIT "B"**  
**Scope of Services to be provided by the Engineer**

**GENERAL SCOPE OF WORK**

The work to be performed by the **Engineer** under this Supplemental Agreement shall consist of modifying the plans to design a temporary traffic signal at BUS83 for the Cesar Chavez Roadway Project from Ridge Road to BUS83, hereinafter denoted as the **Project**.

The **Engineer** shall provide all services required (as noted under this Supplemental Agreement) for the modification of the design plans, specifications, and estimate (PS&E) for the **Project**.

The **Engineer** will perform all required services for the negotiation and acquisition of irrigation easement parcels.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by Hidalgo County pct. 2 (**Owner**).

Specific activities to be performed by the **Engineer** include the following:

**I. Update Plan Sheets and Coordinate with ETSI**

The **Engineer** will modify the required plan sheets to update the Traffic Control Plan Sheets in order to accommodate a proposed temporary traffic signal.

The **Engineer** will update the following plan sheets: Estimate and Quantity Sheets, Traffic Control Sheets, Sequence of Construction Sheets, and General Notes.

The **Engineer** will coordinate with ETSI for the design of the temporary traffic signal.

The **Engineer** will coordinate with TxDOT and Hidalgo County to ensure that the plan revisions address all concerns as it relates to the temporary traffic signal.

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

**SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES**

**For Additional 0 Roadway Parcels and 7 Easements**

(Services to be provided by ENGINEER)

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	<b>1) PROJECT ADMINISTRATION</b>
<u>YES</u>	<u>NO</u>	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
		b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY 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.
<u>YES</u>	<u>NO</u>	c) Overhead Costs i) Administrative costs
<u>YES</u>	<u>NO</u>	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
<u>YES</u>	<u>NO</u>	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
<u>YES</u>	<u>NO</u>	<b>2) TITLE SERVICES</b>
<u>YES</u>	<u>NO</u>	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
<u>YES</u>	<u>NO</u>	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
<u>YES</u>	<u>NO</u>	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

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

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Services		
Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	<b>3) APPRAISAL</b>
		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.
<u>YES</u>	<u>NO</u>	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
<u>YES</u>	<u>NO</u>	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
<u>YES</u>	<u>NO</u>	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
<u>YES</u>	<u>NO</u>	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
<u>YES</u>	<u>NO</u>	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
<u>YES</u>	<u>NO</u>	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
<u>YES</u>	<u>NO</u>	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
<u>YES</u>	<u>NO</u>	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		<b>4) APPRAISAL REVIEW</b>
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

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

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Services  
 Provided By:  
ENGINEER LPA

YES      NO                      d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

**5) APPRAISAL UPDATES**

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

YES      NO                      b) As necessary, prepare written notification to COUNTY/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 L&G Engineering Right of Way Office and recommended for approval by TxDOT.

YES      NO                      c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.

YES      NO                      d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

YES      NO                      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**

YES      NO                      a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.

YES      NO                      b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

YES      NO                      c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

YES      NO                      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.

YES      NO                      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).

YES      NO                      f) Respond to property owner inquiries verbally and in writing within two business days.

YES      NO                      g) Prepare a separate negotiator contact report for each parcel per contact.

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

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Services  
 Provided By:  
ENGINEER LPA

- YES    NO            h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- YES    NO            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 COUNTY /TxDOT policy and procedures.
- YES    NO            j) Prepare final offer letter, documents of conveyance as necessary.
- YES    NO            k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
- YES    NO            l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
- YES    NO            m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
- YES    NO            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 COUNTY Attorney.

**7) CLOSING SERVICE FEES**

- YES    NO            a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
- YES    NO            b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
- YES    NO            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).**

- YES    NO            a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
- YES    NO            b) L&G will provide advisory services to business displacements and relocate them effectively.
- YES    NO            c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

**9) CONDEMNATION SUPPORT**

- YES    NO            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.

## EXHIBIT "B"

### 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 COUNTY Office for submission to the COUNTY Attorney's office.
- v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
- vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
- vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
- viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
- ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
- xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
- xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
- xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
- xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES

NO

- b) Post Hearing Support (by COUNTY Attorney)
  - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
  - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
  - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
  - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

## EXHIBIT "B"

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

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Services

Provided By:

ENGINEER LPA

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

#### 10) COMPENSABLE UTILITIES

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

- |            |           |  |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | a) Preliminary Design Consultations <ul style="list-style-type: none"><li>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.</li></ul> |
| <u>YES</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none"><li>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.</li></ul>  |
| <u>YES</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none"><li>i) Provide project schedule.</li><li>ii) Request schedules for utility adjustments.</li><li>iii) Identify who is responsible for utility process.</li></ul>  |
| <u>YES</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none"><li>i) Request Documents.</li><li>ii) Coordination of data on maps and citation of property interest documents.</li><li>iii) Confirm utilities are within easements.</li></ul>   |
| <u>YES</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none"><li>i) Identify utilities that are compensable.</li><li>ii) Determine parties and agreements necessary to complete compensable process.</li><li>iii) Coordinate execution and processing of Standard Utility Agreements.</li></ul>   |
| <u>YES</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none"><li>i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.</li><li>ii) Attend and participate in meetings by other parties.</li></ul>  |

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

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Services  
Provided By:  
ENGINEER LPA

**11) PAYMENT SCHEDULE**

YES

NO

- 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 COUNTY OF HIDALGO will be required.
- b) Title Services
  - ii) Payment
    - (a) Per Parcel basis.
  - iii) Milestones
    - (a) 100% upon securing initial title commitment.
- c) Appraisal Services
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% paid upon delivery of complete and acceptable appraisal report
- d) Appraisal Review
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% upon submission of ROW-A-10
- e) Appraisal Update
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% upon delivery of complete and acceptable appraisal update.
- f) Negotiation, Task, and Fees
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 80% upon presentation of initial offer.
    - (b) 20% upon successful negotiation and all instruments are recorded.
- g) Closing Service Fees
  - i) Payment
    - (a) Per Parcel Basis
  - ii) Milestones
    - (a) 100% upon recordation of instrument of conveyance.
- h) Relocation Assistance
  - i) Payment
    - (a) Per Relocation
  - ii) Milestones
    - (a) 100% upon issuance of 90-day vacancy letter.
- i) Compensable Utilities
  - i) Payment
    - (a) By percent complete

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

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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.

**EXHIBIT "B"**  
**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 Development	Mission Office
Right-Of-Way Acquisitions	Mission Office

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

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

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

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

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

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

# EXHIBIT "B"

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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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 "B"**  
**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 "B"**  
**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 "B"**  
**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 "B"**  
**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 |

**REVISED - EXHIBIT D**  
**WA#3 ~ FEE PROPOSAL**

**Cesar Chavez. Project**  
**Ridge Road to Bus 83**  
**HIDALGO COUNTY PRECINCT #2**

TASK	MANHOURS						L&G TOTAL HOURS	Total Line Item Cost
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical			
<b>WA #3 - Cesar Chavez Rd. ~ PS&amp;E &amp; ROW Mapping</b>								
1 Project Management	94	12	6		10	122	\$ 23,356.68	
2 Coordination and Management of Subconsultant for ROW Map & SUE	20	16	20		6	62	\$ 9,990.16	
2a SUB: ROW Mapping (20 Parcels)	(See fee breakdown on Page 2 of 4 from QH&A)						\$ 60,000.00	
2b SUB: Sub-Surface Utility Engineering (8 Potholes)	(See fee breakdown on Page 2 of 4 from QH&A)						\$ 4,800.00	
3 PS&E Development Roadway	266	680	1200	1600	182	3928	\$ 496,790.00	
4 Update PS&E based on comments as provide by TxDOT (Pharr District and Austin Divisions)	14	20	24	66	8	132	\$ 16,440.88	
5 Traffic Signal Warrants & Design Support ~ Coordination and Management of Subconsultant for Traffic Signal Warrants & Design	4	14	26		4	48	\$ 6,915.80	
5a SUB: Signal Designs, Adjustments, & Warrants (Signals at Ridge Road & Sam Houston Ave)	(See fee breakdown on Page 3 & 4 of 4 from ETSI)						\$ 50,508.55	
6 Geotechnical Testing and Pavement Design for TxDOT	20	50	100	50	8	228	\$ 31,287.20	
7 Permitted Utilities Coordination to adjust	16	20	110	110	4	260	\$ 32,042.20	
8 Engineering Consultant Construction Management (18 Months)	28	50	200	276	10	564	\$ 67,925.84	
9 Develop Local Let Bid Package	54	108	148		14	324	\$ 50,397.76	
<b>Subtotal Hours</b>	<b>516</b>	<b>970</b>	<b>1834</b>	<b>2102</b>	<b>246</b>	<b>5668</b>		
Hourly Base Rate	\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00			
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)	\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40			
<b>Total Labor Costs</b>	<b>\$ 109,082.40</b>	<b>\$ 169,905.20</b>	<b>\$ 238,163.24</b>	<b>\$ 203,137.28</b>	<b>\$ 14,858.40</b>	<b>\$ 735,146.52</b>	<b>\$ 850,455.07</b>	

**Total Project Fee (Work Authorization #3): \$850,455.07**

TASK	Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
<b>SUPPLEMENTAL NO. 1 TO WA #3 - Cesar Chavez Rd. ~ PS&amp;E &amp; ROW Mapping</b>							
1 Coordinate with ETSI on construction phasing and sequencing for design of temporary traffic signals	16	32	40			88	\$ 14,181.92
2 SUB: Interim Traffic Signal Design & Temporary Signal Design	(See fee breakdown on Page 5 of 5 from ETSI)						\$ 34,388.39
3 Update TCP Phasing sheets to accommodate the temporary traffic signals	2	6	40			48	\$ 6,668.16
4 Update Sequence of Contruction Sheets	8	16	8			32	\$ 5,532.64
5 ROW Acquistion Services	SEE D-1 PAGE 2 OF 2 FOR COST BREAKDOWN						\$ 81,900.00
<b>Subtotal Hours</b>	<b>26</b>	<b>54</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>168</b>	
Hourly Base Rate	\$ 70.00	\$ 58.00	\$ 43.00	\$ 32.00	\$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (169.26%) & Profit Rate (12.00%)	\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
<b>Total Labor Costs</b>	<b>\$ 5,496.40</b>	<b>\$ 9,458.64</b>	<b>\$ 11,427.68</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 26,382.72</b>	<b>\$ 142,671.11</b>

**Total Project Fee (Work Authorization #3): \$993,126.18**

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

**Cesar Chaves Rd. - Supplemental No. 1 to WA#3**  
**Limits: Ridge Rd to Bus 83**

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct#2 - on a percent complete basis as approved by Hidalgo Count Pct#2.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by Hidalgo County Pct. #2. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

**RIGHT-OF-WAY ACQUISITION SERVICES**

<b>Estimated Number of Parcels</b>	<b>Project Admin (Per Parcel)</b>	<b>Title Services Per Parcel</b>	<b>Appraisal Services Per Parcel</b>	<b>Appraisal Review Per Parcel</b>	<b>Appraisal Update</b>	<b>Negotiation Fees Per Parcel</b>	<b>Closing Services Per Parcel</b>	<b>**Relocation (Residential/Business)</b>	<b>Grand Total of Task</b>
7 Compensable Utilities Easements	\$4,450.00	\$0.00	\$1,500.00	\$750.00		\$5,000.00	\$0.00		\$81,900.00
<b>Sub Total of Tasks</b>	\$31,150.00	\$0.00	\$10,500.00	\$5,250.00	*	\$35,000.00	\$0.00	\$0.00	<b>\$81,900.00</b>

(\*) Appraisal Update costs included in Project Administration.

(\*\*) Relocation assistance cost or displacements included in Project Administration.

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



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Office (956) 687-7295 / leonel3@garza-associates.com

## APPRAISAL SERVICES BID

January 28, 2026

L & G Consulting Engineers  
C/o Luana Gonzalez  
900 S. Stewart Road, Suite 9, Mission, Texas 78572  
Office (956) 585-1909

**Project:** Cesar Chavez Project Phase I  
**Projected Time Frame:** To Be Established by Client  
**Price:** 7 Appraisal Reports (Easements) at \$ 1,125 / Each  
**Total Cost:** \$7,875

**Eminent Domain  
Prep. / Testimony / Support:** \$150.00 Per Hour

**Expert Witness / Trial:** \$250.00 Per Hour

### Client & Intended User

The client and intended user of this report is identified as the L&G Engineering & Transportation Consultants

### Intended Use

The intended use of the reports is to provide a market valuation of the proposed acquisition area.

### Scope of the Assignment

The scope of the assignment is to determine the market value of the part to be acquired and any contributory value of improvements located within the part to be acquired. A review of the remainder, if any, shall be performed to determine if there is a diminution of market value that is compensable. Reports shall conform to standards set forth by the Texas Department of Transportation.

Thank you for the opportunity:

Leonel Garza III  
Certified General Real Estate Appraiser  
TX-1328375-CG

**HLH APPRAISAL SERVICES**  
**Specializing in Appraisal Review of Road and Highway Projects**

January 28, 2026

Mr. Fred Herrera  
Right of Way Administrators  
L & G Engineering  
900 South Stewart Road  
Suite 10  
Mission, TX. 78572

**RE- PROPOSED EXHIBIT D -FEE SCHEDULE**

Hidalgo County  
Cesar Chavez Road-Phase 1  
7 Easement Parcels

Dear Mr. Herrera:

Reference is made to the above project and the fee proposal for the appraisal review for 7 easement parcels. The following are an estimated time and fee schedule for the 7 parcels:

- Completed appraisal review on TxDOT's electronic version of Form ROW-A-10 shall be submitted to you no later than 10 days following my receipt of the appraisal report provided the report is acceptable and does not have to be returned for extensive corrections/revied
- The fee proposal is \$400 for seven (7) easement parcel reviews for a total of \$2,800. If any updated appraisal reviews are necessary, an update will be accomplished for the same amount as the original fee of \$400 per easement.

Please be advised that I will work directly with the appraiser to resolve any questions or discrepancies. As always, I intend to submit the appraisal reviews in a timely manner to meet your project deadlines.

Thank you for this appraisal review bid request.

Sincerely,



Harvey L. Heerssen  
TX. State Certified General Appraiser  
No. TX-1327190-G

HLH: hh

**EXHIBIT B "FEE SCHEDULE" - TRAFFIC ENGINEERING DESIGN  
Cesar Chavez at BUS 83**

ETSI GROUP LLC

Interim Signal Design Temporary Signal Design		No. of sheets (estimated)	MANHOURS					Total
			Project Manager	Senior Transp. Engineer	Transportation Engineer	CADD Designer	Administrative Assistant	
TASK								
	<b>Interim Signal</b>							
1	General Notes	n/a		2	2		1	5
2	Basis of Estimate	1	1	1	4	4		10
3	Condition Diagram	1	2	4	8	8		22
4	Interim Traffic Signal Layouts	3	6	12	24	24		66
5	Signal Phasing and Timing	1	1	2	2	6		11
6	Electrical Schedule	1	2	4	8	8		22
7	Int..Signs, Pav.Markings, Curb Ramps	n/a	1	2	4	4		11
8	Standard Sheets List	15	1	2	4	4		11
9	Specifications and Cost Estimate	1	1	2	4	4		11
10	Coordination and Meetings	n/a	16					16
11	Temporary Traffic Signals	3	8	18	30	30		86
	<b>Subtotal</b>	<b>26</b>	<b>39</b>	<b>49</b>	<b>90</b>	<b>92</b>	<b>1</b>	<b>271</b>

<b>Total Labor Hours</b>		<b>39</b>	<b>49</b>	<b>90</b>	<b>92</b>	<b>1</b>	<b>271</b>
Hourly Rates		\$ 223.81	\$ 173.08	\$ 113.40	\$ 74.60	\$ 59.68	
<b>Total Labor Costs</b>		<b>\$ 8,728.59</b>	<b>\$ 8,480.92</b>	<b>\$ 10,206.00</b>	<b>\$ 6,863.20</b>	<b>\$ 59.68</b>	<b>\$ 34,338.39</b>

<b>EXPENSES</b>							
Printing Reproduction					\$ 50.00		
Travel					\$ -		
<b>Total Expenses</b>					<b>\$ 50.00</b>		
<b>ETSI Total Cost</b>						<b>\$ 34,388.39</b>	