

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**PROFESSIONAL SURVEYING SERVICES AGREEMENT
(FROM POOL – PROJECT SPECIFIC)**

THIS AGREEMENT (“Agreement”) is made and entered on this **9th** day of **June, 2026**, by and between **HIDALGO COUNTY, TEXAS**, acting herein by and through the **Commissioners Court**, (hereinafter called the “**County**”), and **KANE LINDSEY, LLC**(herein after called the “**Surveyor**” or “**Professional Service Provider**”).

WITNESSETH:

WHEREAS, the **County** desires to contract with the **Surveyor** to provide “Project Specific” professional surveying services for: “HOME Owner-Occupied Housing Rehabilitation Program” located within **Hidalgo County** (“**Services**”);

WHEREAS, the **County** has determined that the services of a professional surveyor company are necessary to carry out the required **Services**;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the **County** requested Statements of Qualifications (SOQ’s) from professional surveyors to establish a pool (effective from June 9, 2026 to June 9, 2027) of qualified professional surveyors to assist the **County** by providing professional surveying 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 **Surveyor** submitted a SOQ in response to **County’s** RFQ and was pre-qualified to be included in the **County’s** pool of professional surveyors and has been selected from the pool to provide Professional Surveying Services as required by **County**, in accordance with the terms and provisions as provided herein;

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

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

ARTICLE 1. Employment of Surveyor. The **County** agrees to employ the **Surveyor** and the **Surveyor** agrees to perform professional surveying services in connection with the **Services** as stated in the articles to follow and for having rendered such **Services**, the **County** agrees to pay the **Surveyor** 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 County will furnish items and provide those services for the development of the **Services** and fulfillment of this Agreement as provided herein: authorization to the Surveyor to begin work as provided herein; payment for work performed by the Surveyor and accepted by the County as provided herein; assistance to the Surveyor, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Surveyor cannot easily obtain; provide any available relevant data the County may have on file concerning the project; provide timely review and decisions in response to the Surveyor's request for information and/or required submittals and deliverables, in order for the Surveyor to maintain the agreed-upon work schedule prepared in accordance with this Agreement; attend and participate in progress meetings as required and as coordinated and conducted by the Surveyor; assist the Surveyor 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*); review and approve the Project design criteria; and review and approve change orders as required and prepared by the Surveyor.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the Surveyor, are more particularly identified in **EXHIBIT "B" *Scope of Services to be provided by the Professional Service Provider***, attached hereto and made a part of this agreement (the "**Services**"). Surveyor's submitted **Scope of Services** shall include, but not be limited to, the basic services it shall perform, a detailed work schedule, and any special services which may be necessary. The Surveyor will diligently pursue the completion of the **Services** during the associated work schedule. The Surveyor will inform the County (in reasonable advance of the delay) should the Surveyor encounter delays that would prevent the performance of all work in accordance with the established work schedule. Surveyor agrees in performing the **Services** that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the **Services**, and devote such time as is necessary to safely and efficiently provide the **Services**.

2.3 Non-Exclusive Services of Surveyor. Hidalgo County reserves the right to request these services from other sources other than the Surveyor 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 Surveyor shall proceed with the work outlined under Article 2 hereof.

3.1 Term. This Agreement is for a period of **one (1) year(s)**, commencing **June 9, 2026** and expiring **June 9, 2027**, (hereinafter referred to as the ("**Termination Date**")), unless extended by

written Amendment as provided herein, duly executed by the Surveyor and the County prior to the Termination Date, or otherwise terminated as provided herein. The Surveyor will not begin to work or incur costs until authorized in writing by the County with a Project Specific "Purchase Order". The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the completion of a Project Specific Purchase Order.

3.2 Extension of the Termination Date. The Surveyor shall notify the County 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 County may, at the County's sole discretion, extend the Termination Date by written Amendment as provided herein. The Surveyor shall allow adequate time for review and approval by the County of the written notice and request by the Surveyor to extend the Termination Date.

3.3 Suspension of Work. Should the County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to the Surveyor, followed by written confirmation from the County to the Surveyor to that effect. The thirty-day notice may be waived as agreed in writing by both the County and the Surveyor. 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 County to the Surveyor. The sixty-day notice may be waived as agreed in writing by both the County and the Surveyor. If the County 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 amendment, as provided in the Amendment section hereof, duly executed by the Surveyor and the County prior to the Termination Date.

3.4 Termination of Agreement. This Agreement may be terminated before the stated Termination Date identified above by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County 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 County 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 Surveyor and the County.

- (3) By the County, upon failure of the Surveyor to fulfill the Surveyor's obligations set forth herein in a satisfactory manner as determined by the County and in sole opinion of the County, after the County provides written notice to the Surveyor of such failure and the Surveyor has not corrected such failure within (30) days of such written notice by the County.
- (4) By the Surveyor, upon failure of the County to fulfill the County's obligations set forth herein, after the Surveyor provides written notice to the County of such failure and the County has not corrected such failure within thirty (30) days of such written notice by the Surveyor.
- (5) By the County without cause upon thirty (30) days written notice to the Surveyor.
- (6) By satisfactory completion of all services and obligations described herein.

Should the County 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 Surveyor notwithstanding anything herein to the contrary. In determining the value of the work performed by the Surveyor prior to termination, the County 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 County 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 Surveyor to fulfill the Surveyor's obligations under this Agreement, the County may take over the Project and prosecute the work to completion. In such case, the Surveyor shall be liable to the County for any additional cost occasioned by the County.

If the Surveyor defaults in the performance of this Agreement or if the County terminates this Agreement for fault on the part of the Surveyor, the County will give consideration to payment of an amount in settlement to include: the actual costs incurred by the Surveyor 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 County, the cost to the County 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 County 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 Surveyor, 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 County and the Surveyor under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 23(a) and 23(e) hereto.

ARTICLE 4. Progress and Coordination. The Surveyor shall, from time to time during the progress of the work, confer with the County.

- a. The Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Surveyor's services and work.
- b. At the request of the County or the Surveyor, conferences shall be provided at the Surveyor's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Surveyor's services and work when requested by the County.
- c. County shall assist Surveyor, as necessary, to obtain required data and information from other local, regional, state and federal agencies the Surveyor cannot easily obtain, provide any available relevant data the County may have on file concerning the Project.
- d. County shall provide timely review and decisions in response to the Surveyor's request for information and/or required submittals and deliverables, in order for Surveyor to maintain the agreed-upon work schedule prepared in accordance with a Purchase Order (if applicable).
- e. All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Surveyor's preliminary report will be addressed by the Surveyor in the final report.
- f. If funds by other agencies or entities are to be used for the development of any project awarded under this Agreement, the Surveyor'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.
- g. Should it be determined that the progress in the production of the Surveyor's Services and work does not satisfy the requirements of the approved Purchase Order, the County shall review the approved Purchase Order with the Surveyor to determine the corrective action needed by either the County or the Surveyor.

h. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the Agreement, a Project Specific Proposal/Purchase Order and/or the progress of the Surveyor's Services and work and the approved Work Schedule, including:

(1) Problems, delays or adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Surveyor within established time periods. This disclosure will be accompanied by a statement by the Surveyor of recommended or immediate action taken, or contemplated, and any County or other agency or entity assistance needed to resolve the situation, including Federal assistance if Federal funds are involved: and

(2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated or which are producing more work units than originally projected.

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

5.1 Services. For and in consideration of the *Services* to be rendered by the Surveyor, as identified herein and on the Purchase Order, the maximum amount payable by the County to the Surveyor for *Services*, subject to adjustment in accordance with Request for Payment provision provided below, will be provided in each Purchase Order issued. An outline and breakdown of the Services Fee are more particularly identified in **EXHIBIT "C"-Surveyor Contract Rates/Cost Proposal**, attached hereto and made a part of this Agreement. Payments to the Surveyor for *Services* shall be made by the County, upon presentation by the Surveyor of the monthly Request for Payment, in accordance with the terms and provisions provided below.

5.2 Special Services (If applicable). Those services that may be required to be provided by the Surveyor as *Special Services* are set forth below and more particularly described in Surveyor's proposal. For and in consideration of these *Special Services* rendered as required by the Surveyor, the County shall pay the Surveyor 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 "C"**, attached hereto and made a part of this Agreement, and as follows:

A. RESIDENT OR SITE SURVEYOR, INSPECTOR. Actual performance of services of project site Surveyor, resident Surveyor and/or inspector, if required by County.

- B. **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.
- C. **EXTRA TRAVEL.** Extra travel required of Surveyor and authorized by County to points outside of Hidalgo County.
- D. **EXPERT WITNESS.** Assistance to the County as expert witness in any litigation with third parties, arising from the development or construction of the Project.
- E. **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 County; preparation of change orders for extra work done by the Contractor.

ARTICLE 6. Method of Payment. For and in consideration of the services to be rendered by the Surveyor, the County shall compensate the Surveyor as follows:

6.1 Request for Payment. The maximum amount payable under this Agreement shall not exceed the amount for each "**Purchase Order**". The Surveyor shall submit periodic requests for payment within (30) thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in the numbered section titled "Notices". If the Project, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the Surveyor by the County for the Project or such portions of the project shall be only the amounts paid the Surveyor for actual work performed in accordance with the purchase order approved by the County.

6.2 Final Payment. If applicable, after all periodic payments as described above are paid by the County and upon final completion of the work by the Surveyor and acceptance thereof by the County, the Surveyor shall submit a final request for payment ("Final Request for Payment") which shall set forth all amounts due and remaining unpaid to the Surveyor and upon approval thereof by the County, the County shall pay to the Surveyor the amount due ("Final Payment") under such Final Request for Payment in accordance with the payment provisions set forth above.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the County shall not be obligated to make any payment (whether a periodic payment as provided above or Final Payment) to the Surveyor hereunder if any one or more of the following conditions precedent exist:

- (1) The Surveyor 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 Surveyor'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 Surveyor's services which were performed in accordance with this Agreement.
- (3) The Surveyor has failed to make payments promptly to consultants or other third parties used in connection with the Project for which the County has made payment to the Surveyor;
- (4) If the County, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Surveyor's services in accordance with this Agreement, no additional payments will be due the Surveyor hereunder unless and until the Surveyor, at its sole cost, performs a sufficient portion of the Surveyor's services so that such portion of the compensation then remaining unpaid is determined by the County to be sufficient to so complete the Surveyor's services.

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

6.5 If applicable, the Surveyor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Surveyor's services.

6.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the County except those arising from (1) faulty or defective services of the Surveyor appearing after completion of the Project. (2) failure of the Surveyor'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 Surveyor except those previously made in writing and identified by the Surveyor as unsettled at the time of the Final Request for Payment.

ARTICLE 7. Commencement and Progress of the Work.

7.1 Proposal/Purchase Order. After execution of this Agreement, the Surveyor shall proceed with the work outlined in this Agreement, only as authorized by the County, through an agreed Proposal and Purchase Order. The Surveyor will identify, as approved by the County, the needed services for the Project, as required through the course of the development to the Project. The County shall authorize the Surveyor to perform one or more of the agreed tasks identified in this Agreement and in Surveyor's proposal, in the form of individual Purchase Order. County will provide the authorization to proceed with services through coordination as needed with the project consulting and design Engineer. Upon authorization from the County, the Surveyor will prepare a final Proposal 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 County and the Surveyor. 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 "C"**, attached hereto. The Purchase Order shall not waive the County's and the Surveyor's responsibilities and obligations established in this Agreement.

7.2 The estimated cost proposal for the Project, developed by the Surveyor and approved by the County, shall be used by the County to appropriate a purchase order for the Project. Each executed Purchase Order shall become a part of this Agreement. Upon satisfactory completion of the Project, the Surveyor shall submit the Project's deliverables as specified in the executed Proposal/Purchase Order to the County for review and acceptance.

7.3 Work included in a Project shall not begin until the County and the Surveyor have Purchase Order has been issued. All work must be completed on or before the completion date specified in the Proposal, unless extended by written agreement by the Surveyor and the County. The Surveyor shall promptly notify the County of any event that will affect completion of the Project. All specific Project Purchase Orders must be executed by both the Surveyor and the County within the period established for this Agreement as specified in the Term section hereof.

7.4 The final closing by the County of each Purchase Order for a Project shall serve as evidence of completion, on the part of the Surveyor, of all services under this Agreement insofar as they pertain to that portion of work on the Project identified in the applicable Purchase Order.

ARTICLE 8. Amendments This Agreement may be amended as follows.

- a. If it becomes necessary at any time during the term of this Agreement to change the terms of this Agreement then a written amendment in a form developed by the County shall be executed within the Agreement period indicated above.
- b. If it becomes necessary at any time during the Project period to change the Project's scope of services, the Project's Authorization period, the maximum amount payable, the complexity, or the character of the Project then a written amendment shall be executed within the Project's Authorization period.
- c. The County retains the right to reject any such amendment proposed by the Surveyor. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Agreement or specific Project period as specified. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "C", i.e., "Contract Rates." If payment for the additional work will cause the maximum amount payable under a specific purchase order to be exhausted, an amendment shall be proposed in accordance with all state procurement laws. It is distinctly understood and agreed that no claim by the Surveyor for additional work or changes or revisions in work, as identified below, shall be made by the Surveyor until full execution of the Amendment and authorization to proceed is granted by the County. The County reserves the right to withhold payment to the Surveyor pending verification of satisfactory work performed by the Surveyor.

ARTICLE 9. Additional Work. If the Surveyor 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 Surveyor shall promptly notify the County in writing. In the event, the County finds that such work does constitute extra work, the County shall so advise the Surveyor and a written Amendment will be executed between the County and the Surveyor as provided herein. The Surveyor shall not perform any proposed additional work or incur any additional cost prior to the execution by both the Surveyor and the County of an Amendment. Additional compensation from the County to the Surveyor shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "C"** attached hereto. The negotiated lump sum fee shall be incorporated into the Amendment as specified in the Amendment provision above. The County shall not be liable or under any obligation to compensate the Surveyor for work performed or costs incurred by the Surveyor relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended

through an Amendment.

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

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

10.2 Previously Approved or Satisfactorily Completed Work. If the County finds it necessary to request the Surveyor to make changes to work previously approved by the County or work satisfactorily completed for which the County approves or after a definite plan has been approved by the County, if a decision is subsequently made by the County, 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 County to the Surveyor will be in accordance with the Additional Work provision hereof.

10.3 Project Delays. If the Surveyor is required to perform additional work due to delays by the imposition of causes not within the Surveyor'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 Surveyor shall be compensated by the County for such extra services and expense in accordance with the applicable provisions hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the County to require changes in the final plan of the Project to enable it to reduce the construction cost of the Project to an amount within the sum estimated by the Surveyor, the Surveyor will be required to make such revisions or changes. These changes will only be considered additional work by the Surveyor, if the Surveyor previously provided these same changes as options to the County 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 County to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the Surveyor in accordance with the Additional Work provision hereof. If the Surveyor failed to provide these changes as an option or options to the County 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 Surveyor.

10.5 Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or of a subcontractor, the

Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

ARTICLE 11. Countyship and Release of Documents.

11.1 Countyship of Documents. Original drawings and specifications are the property of the Surveyor however the Project is the property of the County, and the Surveyor may not use the drawings and specifications thereof for any purpose not relating to the Project with the County's consent. The County shall be furnished with such reproductions of drawings and specifications as the County may reasonably require, as well as to County's project Engineer as necessary and/or at County direction. Upon completion of the work or any earlier termination of this Agreement under the termination provision provided herein, the Surveyor will revise drawings to reflect changes made during construction and will promptly furnish the County with one complete set of reproducible record prints. Prints shall be furnished by the Surveyor, as an additional service, at any other time requested by County. All such reproductions shall be the property of the County who may use them without the Surveyor'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 County to a drawing signed, sealed, and dated by a registered professional Surveyor, shall be made in accordance with applicable law or standards.

All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. All documents furnished to the Surveyor by the County shall be delivered to the County upon completion or termination of this Agreement. The Surveyor, at the Surveyor'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 Surveyor, if procurement services are required of the Surveyor hereunder, all discounts, rebates, and refunds shall accrue to the County. For some purchases, the Surveyor 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 Surveyor shall promptly notify the County so that a course of action may be mutually agreed upon by the County and the Surveyor.

ARTICLE 13. Records, Accounting, Inspection. The Surveyor shall keep full and detailed records and accounts in a manner approved by the County. The Surveyor shall afford the

County's authorized personnel and independent auditors, if any, full access to the work performed by the Surveyor regarding the Project and to all of the Surveyor's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the Surveyor shall preserve all such records for three (3) years after final payment or as required by law if longer. The Surveyor shall deliver to the County upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the County.

ARTICLE 14. Subcontracting and Assignment. The Surveyor shall not assign, subcontract or transfer the Surveyor's interest in this Agreement, including goods and/or services, without the prior written consent of the County detailing the same. The Surveyor 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 Surveyor of any responsibilities under this Agreement. The Surveyor, and the County, 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 Surveyor shall indemnify and save the County 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 Surveyor or from the use of any process designed by the Surveyor or effected by said apparatus or equipment, and the Surveyor shall indemnify and save the County 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 County shall promptly transmit to the Surveyor all papers served on the County in any suit involving such claim of infringement, and provided further, that the County permits the Surveyor 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 Surveyor 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 Surveyor hereby grants to the County a non-exclusive, royalty-free license under patents now or hereafter owned by the Surveyor covering any machines, apparatus, processes, articles, or products included in the Surveyor's work hereunder.

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

16.1 Confidential Information. The Surveyor 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 County, or any other confidential information given to the Surveyor by any of the County's commissioners,

elected officials, employees, or representatives or acquired by the Surveyor 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 Surveyor's possession prior to such disclosure to the Surveyor by the County or which is or shall lawfully be published or become part of general knowledge from sources other than the Surveyor or which otherwise shall lawfully become available to the Surveyor from a source other than the County, 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 Surveyor in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the County if necessary to perform the work hereunder. The Surveyor shall, however, inform each of its employees who receive such information of these restrictions and the Surveyor 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 County, effectuating the purposes of this section.

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

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

ARTICLE 17. Surveyor's Seal, Responsibility and Warranties.

17.1 Surveyor's Seal. The Surveyor shall assign a responsible Surveyor or Surveyors licensed to practice in the State of Texas, who shall sign, seal and date all appropriate Surveying

submissions to the County in accordance with applicable law and standards.

17.2 Surveyor's Responsibility. The Surveyor 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 Surveyor. No additional compensation will be made to the Surveyor for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the Surveyor.

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

17.3 Warranties.

- a. The Surveyor warrants that surveying work performed by the Surveyor hereunder shall be in accordance with sound surveying practices and in conformance with applicable code and standards established for such work.
- b. Notwithstanding anything to the contrary contained in this Agreement, the County and the Surveyor agree and acknowledge that the County is entering into this Agreement in reliance on the Surveyor's experience and abilities with respect to performing the Surveyor's services hereunder. The Surveyor accepts the relationship of trust and confidence established between it and the County by this Agreement. The Surveyor covenants with the County to use the Surveyor's best efforts, skill, judgement and abilities to design the Project, perform services and to further the interests of the County in accordance with the County'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") is part of the services to be provided by the Surveyor for any Project entered into as part of this Agreement, prior to the commencement of construction, the Surveyor shall certify in writing to the County 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 Surveyor represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Surveyor's services.

- c. The Surveyor represents, covenants and agrees that all of Surveyor's services to be furnished by the Surveyor 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 Surveyors of similar experience, knowledge, skill and ability engaged in Surveying practice throughout Texas under the same or similar circumstances involving the design and construction of Project.
- d. The Surveyor represents, covenants and agrees that the Surveyor's special talent, training and experience may cause the Surveyor to be the prime professional on the Project (designation to be determined at project development phase); that because of such talent and training, the Surveyor envisions the construction of the Project in its entirety and possesses the special skills which enable the Surveyor to recognize dangerous conditions that a reasonable, prudent Surveyor having such special skills could anticipate may arise from the proper use of the Project after acceptance by County; and that the Surveyor recognizes that any commissioners, elected officials, employees and agents of the County, plus residents and County 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 part of the services to be provided by the Surveyor for any Project entered into as part of this Agreement, the Surveyor represents, covenants and agrees that the PS&E of the Project will be accurate and free from any material errors. The Surveyor 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 Surveyor 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 Surveyor's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the County of any PS&E developed by the Surveyor for the Project, nor shall the Surveyor be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Surveyor's skill and knowledge in preparing such PS&E.
- f. In connection with the Surveyor's performance of procurement services hereunder, if any, the Surveyor shall use its best efforts to obtain from all vendors of equipment and materials, the fullest possible warranties against defective materials and workmanship for the benefit of the County.

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

Surveyor'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 Surveyor shall provide a manager (Project Manager) for the Project that is a registered professional Surveyor 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 County. If due to situations beyond the control of the Surveyor, the Surveyor must change the Project Manager prior to the completion and acceptance of the Project, the Surveyor will submit a request to change the Project Manager to the County for approval.

18.2 Employees of the Surveyor. All employees of the Surveyor 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 Surveyor who, in the opinion of the County, 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 County. The Surveyor certifies that the Surveyor 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 section is to define the required automated resources, format for graphics files, and information exchange pertaining to the Project. Taking into consideration that the County has a significant investment in the development of the Project, there is a need for the Surveyor 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 Surveyor shall provide the County with documents and information in accordance with the special requirement outlined in the project specific scope of services provided by Surveyor.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the Surveyor and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, and hold harmless the County, the County'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 Surveyor's services through activities of the Surveyor, 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 Surveyor or of any person employed or contracted by the Surveyor 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 Surveyor, anyone directly or indirectly employed by the Surveyor or anyone for whose acts the Surveyor may be legally liable. The Surveyor shall also save harmless the County from any and all expense, including but not limited to, attorney fees which may be incurred by the County in litigation or otherwise resisting said claim or liabilities which may be imposed on the County as a result of such activities by the Surveyor, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Surveyor shall not be responsible for any portion of the liability proximately caused by the County'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 provision 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 County or any of the Indemnitees has by law.

ARTICLE 21. Insurance. Consistent with its status as an independent contractor and at its sole expense, Surveyor 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, Surveyor's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Surveyor's activities in providing the services to the County. Coverage shall be in the amounts specified by the County 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. Surveyor shall furnish to the County certificate(s) of insurance and all renewals throughout the duration of any assigned Project on an Accord form, issued by the insurer that such insurance is in full force and effect. **See attached EXHIBIT "D", i.e., Certificates of Insurance,** attached hereto and incorporated by reference herein. For each applicable policy, Surveyor shall name the County as an additional insured. Surveyor shall notify the County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Surveyor shall make any other insurance

documentation available to the County upon request. The Surveyor will be considered in breach of contract should the Surveyor 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 the sections above. Additionally, the Surveyor 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 County.

ARTICLE 22. 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
Address 100 E. Cano, 2nd Floor
Edinburg, Texas 78539

CC. Hidalgo County Urban County Program
Attn: Joel River, Director
Address: 1916 Tesoro Blvd.,
Pharr, Texas 78577

If to Surveyor: KANE LIDSEY, LLC
Attention: Kurt Schumacher
Address: 2805 Fountain Plaza Blvd, Ste B
Edinburg, Texas 78539

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 23. Miscellaneous Provisions

- a. **Compliance with Laws.** The Surveyor 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 Surveyor shall furnish the County with satisfactory proof of its compliance therewith.

- b. **Non-Collusion.** The Surveyor warrants that the Surveyor has not employed or retained any company or persons, other than a bona fide employee working solely for the Surveyor, to solicit or secure this Agreement, and that the Surveyor has not paid or agreed to pay any company, Surveyor 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 County shall have the right to annul this Agreement without liability or, in the County'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.
- c. **Gratuities.** The County mandates that employees of the County shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the County 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 County under this Agreement may not make any offer of benefits, gifts or favors to County employees, except as mentioned hereinabove. Failure on the part of the Surveyor to adhere to this provision may result in the termination of this Agreement.
- d. **Payment of Franchise Tax.** The Surveyor hereby certifies that the Surveyor is not delinquent in Texas franchise tax payments, or that the Surveyor 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 County.
- e. **Disputes.** The Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Surveyor in support of the services under this Agreement.
- f. **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.

- g. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through an agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.
- h. 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 County unless in writing and executed by an officer or employee of the County specifically authorized to do so.
- i. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. No waiver of any provision of or default under this Agreement shall affect the right of the County thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.
- j. No modification, waiver, termination, discharge or cancellation of this Agreement or any terms thereof shall impair the County's right with respect to any liabilities whether or not liquidated of the Surveyor to the County theretofore accrued.
- k. All rights and remedies of the County specified in this Agreement are in addition to the County's other rights and remedies.
- l. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.
- m. **Venue.** 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 Surveyor hereby consents to personal jurisdiction in Hidalgo County, Texas.

- n. This Agreement may only be amended by a written document executed by the County and the Surveyor as provided in the Amendment section herein.
- o. **Authority.** The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligation of County and Surveyor in accordance with its terms.
- p. **Immunities.** Nothing in this Agreement 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.
- q. **Licenses.** As a condition of this Agreement, Surveyor shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof to provide the required Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and the Surveyor shall immediately notify the County.
- r. **Equipment.** All trucks or vehicles operated by the Surveyor to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Surveyor who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. Surveyor shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.
- s. **No Assignment.** Except as otherwise provided herein, Surveyor may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- t. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order, or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary

to bring them to the legal requirements and only during the time such conflict exists. In case anyone, 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.

- u. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- v. **Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.
- w. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Surveyor. County 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 County. *Agreements for the acquisition, including the lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that during any term hereof the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to Surveyor. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).
- x. **Nondiscrimination.** Surveyor, 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.

- y. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

- z. **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 _____, 2026.

Agenda Item No. _____

Executive Office: _____

PROFESSIONAL SERVICE PROVIDER:
KANE LINSEY LLC

COUNTY:
COUNTY OF HIDALGO

Kurt Schumacher
President/Senior Project Manager

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Victor Garza, Chief Administrative Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES (if any):

- EXHIBIT A** -Requirements/County's Request for Qualifications
- EXHIBIT B** – Services to be provided by the Professional Service Provider
- EXHIBIT C** - Contract Rates/Cost Proposal
- EXHIBIT D** - Certificates of Insurance

Exhibit- A



**STATEMENT
OF
QUALIFICATIONS**



“Professional Services Pools – Surveying”

Procurement No.: 24-0003-02-23-11

Opening Date: Friday, February 23, 2024

Opening Time: 3:00pm

Submitted by:



**4307 N 22nd St., STE B
McAllen, Texas 78504
(956) 322-5332**



KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS

February 23, 2024

Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director
ATTN: Jasmin Cantu, Contract Specialist III
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFQ NO.: 24-0003-02-23-11
“Professional Services Pools - Surveying”

Dear Mr. Amezcua:

The **Kane Lindsey, LLC** team appreciates the opportunity to submit and present our qualifications in response to RFQ Number 24-0003-02-23-11: “Professional Services Pools - Surveying”. As natives to the Rio Grande Valley, we take great pride in providing professional, efficient, and quality services to our region.

We are a local, minority owned, professional land surveying firm with over 50 combined years in experience providing professional land surveying services throughout the state of Texas. Our services shall be provided under the direct supervision of a Texas Registered Professional Land Surveyor (R.P.L.S.) and shall be in accordance with the Texas Board of Professional Engineers and Land Surveyors Acts and Rules, with standards and requirements met for project specific Categories and Levels as outlined in the Texas Society of Professional Land Surveyors (TSPS) Survey Manual, and with reference to the Texas Department of Transportation Survey Manual.

We are eager and committed to collaborating and working with Hidalgo County with a goal of providing our services in a timely manner and within project budget.

On behalf of **Kane Lindsey, LLC** I would like to thank you again for this opportunity to submit our Statement of Qualifications. Please feel free to contact me with any further questions you may have or if you require any additional information.

Sincerely,

Kurt Schumacher, R.P.L.S.
President
Kane Lindsey, LLC



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Section I
EXECUTIVE SUMMARY &
UNDERSTANDING OF
THE PROJECT



KANE - LINDSEY LLC
LAND SURVEYING CONSULTANTS

SECTION I

EXECUTIVE SUMMARY & UNDERSTANDING OF THE PROJECT

EXECUTIVE SUMMARY

THE FIRM

Kane Lindsey, LLC (KANE LINDSEY)
TBPELS Firm No.: 10194676
4307 N 22nd St., STE B
McAllen, TX 78504
(956) 322-5332 Office

CONTACT PERSON

For any additional information regarding this proposal and/or for contractual purposes, please contact:

Kurt Schumacher, R.P.L.S.
President
Kurt@kanelindsey.com
(956) 322-5332 Office
(956) 458-8391 Cell

UNDERSTANDING OF THE PROJECT

KANE LINDSEY understands that Hidalgo County is seeking a qualified and committed Professional Land Surveying firm to perform comprehensive professional land surveying services in accordance with the Texas Board of Professional Engineers and Land Surveyors Acts and Rules and in compliance to the categories and specifications outlined by the Texas Society of Professional Land Surveyors (TSPS).

KANE LINDSEY understands that the firm shall employ the personnel and equipment to perform, at minimum, the following services:

- Provide surveying for real property transactions to include legal descriptions and survey plats/deliverables (in formats compatible with the Hidalgo County graphical systems and digital document requirements) within the required project schedule and contract (20 business days)
- Topographical surveys to support engineering design projects to include drainage, roadway, utility, and infrastructure improvements
- Establish horizontal and vertical control networks for design and construction phases of a project
- Establish alignments for utilities, roadways, and right-of-ways
- Be available to the County as an expert witness upon request

KANE LINDSEY understands that our survey plan and data are the foundation on which other professionals rely on and that an accurate, quality, and detailed survey plan will help any upcoming Hidalgo County projects run smoothly. We approach every project with an understanding of our clients needs for timelines, accuracy, and confidentiality. When you partner with KANE LINDSEY, you can rest assured that you've hired a team of local, qualified professionals who possess an intricate knowledge of the region's unique terrain, as well as the equipment needed to get the project completed on time and within budget.

Coordination with Hidalgo County and its representatives will be the first step to identify and review any project requirements. A thorough understanding is essential before mobilizing and commencing surveying activities. KANE LINDSEY will coordinate with Hidalgo County to secure available information beneficial to the level of effort for project development and project approach.

LOCAL ISSUES AND CONCERNS

KANE LINDSEY has worked on a wide range of projects in the Rio Grande Valley area which have presented complex challenges. Our experience and professional partnerships with members of local Irrigation Districts, Drainage Districts, Engineering Departments, utility purveyors, TxDOT, and fellow colleagues in the industry has allowed us to successfully overcome these challenges with successful project delivery. The following are issues faced on previous projects in Hidalgo County.

ACCURATE UTILITY / EASEMENT LOCATION

A common challenge during the design phase is to accurately depict the location of buried utility lines and easement locations. Relocating buried utilities can delay project let dates and be costly.

KANE LINDSEY will team with GDJ Engineering to provide Utility Coordination. Kurt Schumacher, R.P.L.S. (KANE LINDSEY, Project Manager) and Robert Macheska, P.E. (GDJ Engineering, Utility Coordinator) will identify the utility providers within the project limits. Robert will conduct a site visit to inventory the visible utilities and identify purveyors. Additionally, he will review Texas Railroad Commission's online database to identify gas pipelines within the vicinity of the project, and consult with designated irrigation districts for district laterals, service lines, and canal right-of-ways. Furthermore, a Texas 811 locate request will be submitted to mark buried telephone, fiber optic, electric, and gas lines. Robert will consult with City Engineering and Public Works departments for locations to buried sanitary sewer, storm drain, and waterline locations. Robert will document the utility interest and provide a matrix (to include utility owner names, type of utility, and primary contact information) to Kurt and Alisha Zapata (KANE LINDSEY, Project Coordinator).

Alisha and the Project Abstractor will research and verify the easement locations within the project limits. The field crews will locate and inventory marked lines in the field along with any associated appurtenances and all visible utility structures. Alisha will compare established easement lines to plotted easement locations. Often times an easement is based on the existing centerline of the buried utility line. Collected field data and marked utility lines are to be examined and referenced in properly delineating utility purveyor easement interest. Once lines are properly depicted and verified, survey

technicians will create a 2D CADD file labeling all utilities as to type, condition, size, easement width or permit interest, and owner's name.

Christopher Rodriguez, P.E. (GDJ Engineering, Quality Assurance and Quality Control Task Leader) and Robert will review the file and easement locations. Associated documents, correspondence, matrix, and CADD files will be delivered to Hidalgo County and its representatives once the final QA/QC is complete.

ESTABLISHING ACCURATE RIGHT-OF-WAYS

Establishing dedicated road right-of-ways is another challenge in the rural areas of Hidalgo County. These areas have seen minimal development, with land title transfers between family members covering generations with no actual land surveys ever being conducted. Original subdivision plats such as the Los Ejidos de Reynosa Partition in Penitas and La Joya, as well as the West and Adams Tracts situated North of Weslaco, offer poor descriptions as to the dedicated street widths and alignment geometry. KANE LINDSEY will take special care when resolving adjacent property lines and right-of-ways by conducting the necessary title research, exploring paths of occupation and public maintenance, and recovering enough physical evidence to support the final right-of-way and easement resolutions.

RIGHT-OF-ENTRY

Right-of-entry can also be a concern and issue. The appraisal district may list incorrect ownership data which complicates locating landowners who may not be informed about the project's scope and layout. Additionally, language can also become a barrier when landowners only speak and understand Spanish. KANE LINDSEY will confront these challenges by:

- Conducting site visits with neighbors for property owner name, location, and immediate family members in the area
- Ensuring Right-of-Entry letters are typed out in both English and Spanish, contain an exhibit or map detailing the project limits identifying their property in relation to the project

Any additional questions and concerns by the landowner that may come up throughout the project will be directed to the appropriate channels for clarification.

In the event that right-of-entry is not granted for any reason, KANE LINDSEY can also employ stationary Lidar laser scanning technology or UAV aerial Lidar technology to attain the necessary information to keep the project on schedule and within budget.

SECTION II
FIRM INFORMATION



KANE - LINDSEY LLC
LAND SURVEYING CONSULTANTS

SECTION II

FIRM INFORMATION

ABOUT US

As a minority owned, full-service land surveying firm, KANE LINDSEY was incorporated in the Rio Grande Valley in October 2020. We currently have one (1) office location in McAllen, Texas where all services are provided to our clients.

Although a relatively young firm, our staff has over 50 years of combined experience employing the latest surveying technologies and methodologies to complete simultaneous and complex projects for local, state, and private entities throughout the state of Texas. Our team members are full time residents of Hidalgo County and are familiar with the geography, history, and culture of the Rio Grande Valley basin.

What sets KANE LINDSEY apart is our hands-on approach to our work, ensuring your vision of success. We pride ourselves on building collaborative relationships with our clients and providing individualized attention throughout the project, allowing you to meet your targeted goals. We listen and evaluate your specifications, then thoughtfully employ our personalized, comprehensive services to address your requirements.

No matter the size or specs of your project, KANE LINDSEY possesses the staff, technology, and additional resources necessary to provide real solutions on-time and within budget. Project experience includes, but is not limited to:

- Right-of-way mapping
- Parcel exhibits and descriptions for real estate acquisition
- Topographical surveys for engineering design
- Horizontal and vertical control networks
- Hydro excavation
- Construction staking

PRINCIPLE OFFICER

Kurt Schumacher, R.P.L.S.

President

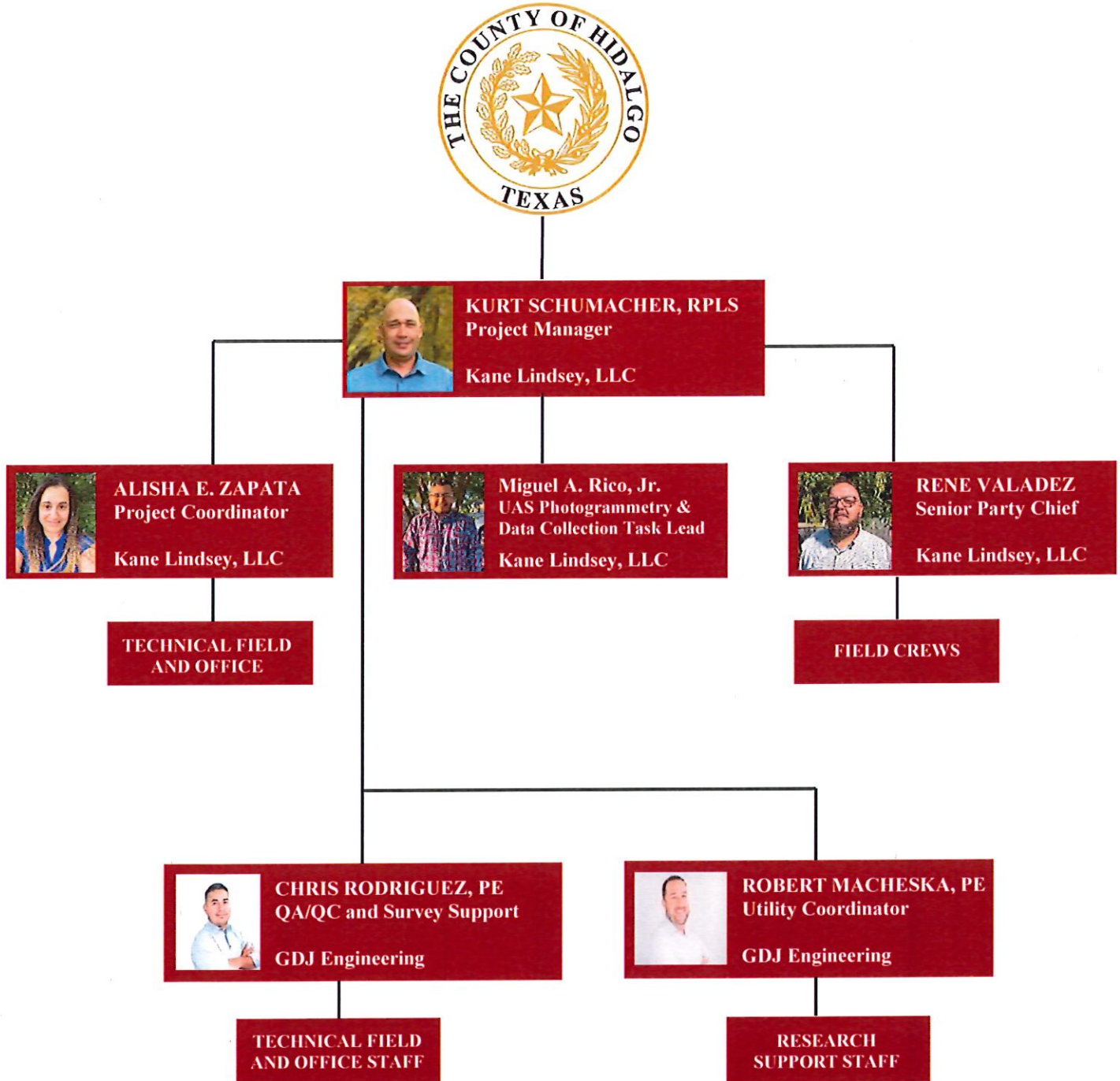
Kurt@kanelindsey.com

(956) 600-8821 Office

(956) 458-8391 Cell

ORGANIZATIONAL CHART

KANE LINDSEY has put together the most qualified team for Hidalgo County. Below is the organizational chart for key personnel.



THE TEAM

KURT SCHUMACHER, R.P.L.S.

Project Manager

Kane Lindsey, LLC

Kurt will serve as the Project Manager and will be the direct contact for communication and correspondence with Hidalgo County and the designated task leaders. KANE LINDSEY will provide field surveying, data processing, metes and bounds descriptions, ROW mapping, boundary surveying, and horizontal and vertical control support.

ALISHA ZAPATA

Project Coordinator

Kane Lindsey, LLC

Alisha will serve as the Project Coordinator, under the direction of the Survey Project Manager. She will support the Project Manager in developing, maintaining, documenting, and monitoring plans and schedules to implement any upcoming projects.

RENE VALADEZ

Senior Party Chief

Kane Lindsey, LLC

Rene will serve as the Senior Party Chief and will supervise and direct field crews, take lead in the completion of all daily field operations, and ensure field safety rules and regulations are followed.

MIGUEL A. RICO, JR.

UAS Photogrammetry & Data Collection Task Lead

Kane Lindsey, LLC

Miguel is the designated task lead for Aerial photogrammetry with data collection by UAS, to provide aerial imagery, data processing, and 3D modeling.

CHRIS RODRIGUEZ, P.E.

Quality Assurance & Quality Control (QA/QC)

GDJ Engineering

Christopher is the designated task lead for QA/QC of deliverables. QA/QC task will include comprehensive review of the following: metes and bounds descriptions, survey plats, horizontal and vertical control sheets, easement delineations, Digital Terrain Model validation, Survey Report, utility review, and Final Deliverable package.

ROBERT MACHESKA, P.E., C.F.M.

Utility Coordinator

GDJ Engineering

Robert M. is the designated task lead for utility coordination. Utility coordination tasks will include, but not be limited to: meetings and correspondence with utility operators, attainment of documents and files to verify utility infrastructure and ownership interest, document and provide a matrix consisting of utility information obtained, and to coordinate field utility locates.

ABILITY TO COMMENCE

KANE LINDSEY will commence immediately upon Notice to Proceed from Hidalgo County. Kurt Schumacher (KANE LINDSEY, Project Manager) will review the project layout, schematic, and scope to develop the project approach and project schedule with the team. Assignments will be delegated to Task Leaders as required to begin collecting the necessary information for the project; such as:

- Abstracting/title research from Hidalgo County Clerk Records
- Site visit to document and identify existing utility owners within project limits
- Recover existing horizontal and vertical control to be incorporated into the project control network
- Discuss technologies to be used during course of survey (ex. Laser scanning, GPS, conventional survey equipment, and aerial photogrammetry)
- Discuss the project's critical path

KANE LINDSEY currently has ongoing projects within the Rio Grande Valley region and are at 30% production capacity. Our partnership with GDJ Engineering adds additional staffing, technology, experience, and resources to accommodate complex simultaneous projects.

Our team has completed multiple projects in Hidalgo County over the past 10 years. This experience enables us to expedite projects with proper project management, experience employing the latest in surveying and software technologies, established Quality Control/Quality Assurances plans in place, safety plans for quick reference and utilization, proper understanding of the geographical area, and relationships with local municipalities. We are able to plan, schedule, mobilize, and complete projects efficiently, within scope, and on schedule.

KANE LINDSEY's and GDJ's offices are centrally located in Hidalgo County with easy access to major roadway arteries. Our staff members live in the region and are available on short notice. This also enables us to keep our mobilization cost low, have our Task Leaders available to Hidalgo County for consultation, and quickly resolve challenges which may arise.

AFFIRMATIVE ACTION PROGRAM

KANE LINDSEY will provide equal opportunity to all employees and applicants for employment without regard to race, color, religion, ancestry or national origin, sexual orientation, gender identity, sex, age, marital status, disability, workers' compensation status, military service, creed, belief, or political affiliation, except in situations in which bona fide occupational qualifications have been established.

Discrimination or harassment on the basis of race, color, religion, ancestry or national origin, sexual orientation, gender identity, sex, age, marital status, disability, workers' compensation status, military service, creed, belief, or political affiliation in recruitment, selection, training, compensation, promotion, transfer, demotion, discipline, or any other aspect of employment is prohibited.

Affirmative action will be taken to ensure the effective implementation of this policy.

Kurt Schumacher, R.P.L.S.

SURVEY PROJECT MANAGER



KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS



CONTACT

☎ (956) 458-8391

✉ Kurt@kanelindsey.com

EDUCATION

Bachelor of Applied Arts
and Sciences

University of the Incarnate
Word

REGISTRATION

Professional Land Surveyor
State of Texas
No. 6333

LICENSED

12 Years

ROLE

EXPERIENCE

23 Years

Kurt will serve as the Project Manager and will be the direct contact for communication and correspondence with Hidalgo County. Kurt has over 23 years of land surveying experience, which includes 11+ years of experience providing boundary, topographic surveys for engineering design, construction surveying, ROW mapping, establishing Horizontal/Vertical Control Networks, as-built surveys, and surveying support for Schematic and PS&E design for multiple County of Hidalgo Capital Improvement projects.

RELATIVE EXPERIENCE

SURVEY PROJECT MANAGER: Hidalgo County, Courthouse Project, Edinburg, TX

Identified improvements of existing and proposed Hidalgo County Courthouse locations at Courthouse Square. Performed ROW mapping with parcel exhibit for a portion of Business Hwy-281 (Closner Boulevard) to be abandoned by TxDOT. Provided surveying services for engineering design, West from Courthouse Square, along SH-107 approximately 1.7 miles, for drainage outfall design.

SURVEY PROJECT MANAGER: Hidalgo County, Regional Linear Park, San Juan, Pharr, McAllen, TX

Performed ROW mapping with parcel exhibits and design surveying for a five (5) mile pedestrian trail.

SURVEY PROJECT MANAGER: Hidalgo County, 10th Street Extension from SH107 (University Dr.) to FM1925 (Monte Cristo), Edinburg, TX

Extension for a new four (4) lane roadway connecting SH107 and Monte Cristo Road. Performed ROW mapping with parcel exhibits, subsurface utility locates, and surveying services for engineering design.

SURVEY PROJECT MANAGER: Hidalgo County, La Joya Watershed Tress Detention – US83 and Tress Tract, Penitas, TX

Performed horizontal and vertical control, topography survey with 3D modeling, UAS (Drone) soil volume management and construction inspection, boundary survey, utility survey, and survey exhibits for real estate acquisition.

SURVEY PROJECT MANAGER: Rio Delta Reservoir Project, La Villa, TX

Performed design and boundary surveying for a +/- 300 acre tract of land for proposed detention reservoirs. Deliverables included 2D and 3D mapping, horizontal/vertical control sheets, boundary survey exhibits for acquisition by Hidalgo County, and Aerial photogrammetry by Unmanned Aircraft System (UAS).

Alisha E. Zapata

PROJECT COORDINATOR/ABTRACTOR



KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS



CONTACT

☎ (956) 600-8821

✉ Alisha@kanelindsey.com

EDUCATION

Bachelor of Arts in
Communication Studies
The University of Texas
Rio Grande Valley

Master of Arts in
Communication
The University of Texas
Rio Grande Valley

Certificate in Training and
Consulting
The University of Texas
Rio Grande Valley

ROLE EXPERIENCE

11 Years

Alisha will serve as the Project Coordinator, under the direction of the Project Manager. Alisha has 9 years of experience in the field of professional land surveying. As a detail-oriented and organized team player she is able to ensure all documentation is maintained appropriately for each project. With a strong background in communication and the ability to manage execution, Alisha is capable of providing a high level of administrative support to the Project Manager with the goal of completing projects within signed off time, budget, and scope.

RELATIVE EXPERIENCE

ABTRACTOR: Cameron County Drainage District #6 Project, Cameron County, TX

Horizontal and vertical control, cross-sections, and topography along approximately 13 miles of drainage ditches, inventory of drain structures at roadway crossings, and right-of-way coordination for the various drains that make up the main Cameron County Drainage District No. 6 system.

PROJECT COORDINATOR/ABTRACTOR: SPI SH100 Project, South Padre Island, TX

600 acre drone flight, aerial imagery, LiDAR data processing and elevation extractions. Roadway realignment, parcel sketches and field notes for 2 parcels for SH100 realignment.

PROJECT COORDINATOR: SL480 Safety Barrier Project, Eagle Pass, TX

Recover and verify TxDot horizontal/vertical control, survey cross-sections, 3D modeling, set 10 – 5/8" iron rods with plastic cap for future construction control, and create machine control files for construction excavation.

PROJECT COORDINATOR/ABTRACTOR: Russell Road (Rooth Road to Mon Mack Road) Project

Topographic survey of approximately 2 miles for Russell Road expansion, horizontal and vertical control, utility coordination, right-of-entry coordination, 3D modeling, and parcel sketches and field notes for approximately 29 parcels.

PROJECT COORDINATOR/ABTRACTOR: Moore Road (Jackson Road to I Road) Project

Horizontal and vertical control, design surveys (cross-sections, structures, utility investigation, abstracting, field property recon, abstract map/basemap), right-of-entry coordination, and SUE level A test holes.

Rene Valadez

SENIOR PARTY CHIEF



KANE - LINDSEY LLC
LAND SURVEYING CONSULTANTS



CONTACT

(956) 600-8821

Rene@kanelindsey.com

EDUCATION

Sidney Lanier High School

ROLE EXPERIENCE

22 Years

Rene will serve as the Senior Party Chief, under the direction of the Survey Project Manager and Project Coordinator. Rene has over 22 years of surveying experience. As a hardworking, responsible, and punctual team player Rene is able to lead his team through all kinds of circumstances and in all types of weather conditions to complete accurate and efficient field surveys. Rene has stayed abreast in utilizing the latest in GPS LiDar and advanced survey methods, and has the necessary skills to effectively communicate in the field with land owners, city employees, and contractors in order to keep project schedule.

RELATIVE EXPERIENCE

SENIOR PARTY CHIEF: Cameron County Drainage District #6 Project, Cameron County, TX

Horizontal and vertical control, cross-sections, and topography along approximately 13 miles of drainage ditches, inventory of drain structures at roadway crossings, and right-of-way coordination for the various drains that make up the main Cameron County Drainage District No. 6 system.

SENIOR PARTY CHIEF: SPI SH100 Project, South Padre Island, TX

600 acre drone flight, aerial imagery, LiDAR data processing and elevation extractions. Roadway realignment, parcel sketches and field notes for 2 parcels for SH100 proposed realignment.

SENIOR PARTY CHIEF: SL480 Safety Barrier Project, Eagle Pass, TX

Recover and verify TxDot horizontal/vertical control, survey cross-sections, 3D modeling, set 10 – 5/8" iron rods with plastic cap for future construction control, and create machine control files for construction excavation.

SENIOR PARTY CHIEF: Russell Road (Rooth Road to Mon Mack Road) Project

Topographic survey of approximately 2 miles for Russell Road expansion, established horizontal and vertical control, utility coordination, right-of-entry coordination, 3D modeling, and parcel sketches and field notes for approximately 29 parcels.

SENIOR PARTY CHIEF: Moore Road (Jackson Road to I Road) Project

Horizontal and vertical control, design surveys (cross-sections, structures, utility investigation, abstracting, field property recon, abstract map/basemap), right-of-entry coordination, and SUE level A test holes.

Robert Macheska, P.E., C.F.M.

UTILITY COORDINATOR



CONTACT

☎ (956) 603-2025
✉ Robert@gdjeng.com

EDUCATION

Bachelor of Science
Mechanical Engineering
University of Texas – Pan
American

REGISTRATION

Professional Engineer
State of Texas
No. 93540

Certified Floodplain
Manager
State of Texas
No. 2196-11N

LICENSED

20 Years

ROLE EXPERIENCE

25 Years

Robert will serve as the task lead for Utility Coordination. Robert has over 20 years of experience in the design and management of various public improvement projects. For the past 4 years Robert has served as Executive Vice President/COO for GDJ Engineering, LLC. He has previously worked for both the Texas Department of Transportation and L&G Engineering, which provided him with excellent hands on experience as to how multiple government entities function. Robert has worked on all aspects of public works projects, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience includes contract administration, supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement.

RELATIVE EXPERIENCE

PROJECT MANAGER: SH364 (SH495 – FM1924), Mission, TX

Responsible for all design aspects of the project which consisted of reconstructing and widening an existing 24' rural roadway to an urban five (5) lane section for 2 miles at a construction cost of \$6.8 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

PROJECT MANAGER: FM800 (McClelland Dr to IBWC Floodway), Harlingen, TX

Project Manager responsible for all hydraulic design aspects of the project. This area of FM 800 has historically had flooding concerns, so to alleviate those concerns we designed a storm sewer system on the rural road to capture the water flowing to the road and send it to the IBWC Floodway. The project consisted of the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts. In addition, he was responsible for processing the amended IBWC permit for TxDOT.

Christopher Rodriguez, P.E., C.F.M.

QUALITY ASSURANCE & QUALITY CONTROL



CONTACT

☎ (956) 603-2025
✉ Chris@gdjeng.com

EDUCATION

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

REGISTRATION

Professional Engineer
State of Texas
No. 107692

Certified Floodplain
Manager
State of Texas
No. 2407-13N

LICENSED

14 Years

ROLE EXPERIENCE

20 Years

Chris has over 16 years of experience in the design and management of various public improvement projects. For the past 4 years Chris has served as Vice President of Engineering for GDJ Engineering, LLC. He previously worked for both the Texas Department of Transportation (San Benito Area Office) and L&G Engineering which provided him with excellent hands on experience as to how multiple government entities function. He has worked on multiple aspects of transportation and drainage projects, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience includes supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Chris has managed multiple concurrent design projects and production staff with numerous design groups under his direction.

RELATIVE EXPERIENCE

DEPUTY PROJECT MANAGER: FM681 (From SH107 to SH364), Mission, TX

Responsible for all hydraulic design aspects of the project. The project consisted of reconstructing and widening an existing 40' rural roadway to an urban divided highway for 2.7 miles at a construction cost of \$16.8 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

DEPUTY PROJECT MANAGER: FM493 (From US281 to Bus. 83), Donna, TX

Responsible for all design aspects of the project. The project consisted of reconstructing and widening a 32' rural two lane roadway to a 44' rural roadway for 6.5 miles at a construction cost of \$12 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. The USGS maps were used to determine drainage areas for outfalls and culverts. Used rational method, evaluating the land's slope, soil type, Tc, and landscape to calculate peak runoff rate (discharge). THYSIS was used to analyze and evaluate the existing structures and the cross culverts that needed to be upgraded and redesigned. Tailwater elevations and the allowable headwater needed to be determined and taken into consideration.

Miguel Angel Rico, Jr.

SMALL UNMANNED AIRCRAFT PILOT



KANE - LINDSEY LLC

LAND SURVEYING CONSULTANTS



CONTACT

☎ (956) 322-5332

EDUCATION

Progreso High School
Class of 2017

Although relatively new to the industry, Miguel is a highly motivated, certified Small Unmanned Aircraft Pilot eager to contribute to team success through hard work, attention to detail, and excellent organizational skills. Miguel has a clear understanding of operations, maintenance, emergency procedures, and training in small unmanned aerial vehicle platforms. He is motivated to continue learning, growing, and excelling in the UAS technology industry.

RELATIVE EXPERIENCE

REMOTE PILOT: City of Los Fresnos Sidewalk Project (FM1847)

Los Fresnos, TX

Topography survey of approximately 1 mile for future sidewalk development for the city. Responsibilities included the operation of the UAV during all phases of the ground and flight operations, such as creating drone route, monitoring weather to flight time, inspecting area for potential safety hazards, manning UAV to perform the flight, and aerial imagery processing and LiDAR data extraction to create Digital Terrain Model.

REMOTE PILOT: South Williams Road (I 69E to South Parallel Corridor) Project San Benito, TX

Topography survey of approximately 2 miles for Williams Road expansion. Responsibilities included the operation of the UAV during all phases of the ground and flight operations, such as creating drone route, monitoring weather to flight time, inspecting area for potential safety hazards, manning UAV to perform the flight, and aerial imagery processing and LiDAR data extraction to create Digital Terrain Model.

REMOTE PILOT: Dana Road (FM3248 to FM802) Project

Brownsville, TX

Topography survey of approximately 2.4 miles for Dana Road widening. Responsibilities included the operation of the UAV during all phases of the ground and flight operations, such as creating drone route, monitoring weather to flight time, inspecting area for potential safety hazards, manning UAV to perform the flight, and aerial imagery processing and LiDAR data extraction to create Digital Terrain Model.

REMOTE PILOT: San Benito I.S.D. Bus Depot Project

San Benito, TX

Topography survey of San Benito C.I.S.D. Bus Depot and faculty parking lot for redesign. Responsibilities included the operation of the UAV during all phases of the ground and flight operations, such as creating drone route, monitoring weather to flight time, inspecting area for potential safety hazards, manning UAV to perform the flight, and aerial imagery processing and LiDAR data extraction to create Digital Terrain Model.

CONTINGENCY PLAN

DELEGATION OF AUTHORITY/ORDER OF SUCCESSION

The key positions listed below will be carried out by the listed successor in the event of any emergency/disaster situation in which the key individuals are unavailable to perform their duties.

Delegation of authority will begin when established channels of direction are disrupted and end when these established channels have resumed.

All persons (by position) listed will have authority to operate in the position they are assuming to the fullest extent possible until they are relieved by the next-highest individual.

Key Position	Performed By	Successor (if needed)
Project Manager	Kurt Schumacher, R.P.L.S.	Alisha Zapata
Project Coordinator	Alisha Zapata	Kurt Schumacher, R.P.L.S.
Senior Party Chief	Rene Valadez	Miguel A. Rico, Jr.
Utility Coordinator	Robert Macheska, P.E.	Christopher R. Rodriguez, P.E.
QA/QC Task Lead	Christopher R. Rodriguez, P.E.	Robert Macheska, P.E.
UAS Photogrammetry & Data Collection	Miguel A. Rico, Jr	Mark Paulson, R.P.L.S.

PROOF OF LICENSES AND CERTIFICATES



Texas Board of Professional Engineers and
Land Surveying, Firm No. 10194676
HUB No. 1853579893900

KURT SCHUMACHER, R.P.L.S.
Registered Professional Land Surveyor (RPLS)
Texas No. 6333



Texas Board of Professional Engineers
TBPE Firm No. F-20061

ROBERT MACHESKA, P.E.
Professional Engineer (PE) Texas No. 93540
Certified Floodplain Manager (CFM)
Texas No. 2196-11N
TxDOT LGPP Certified

CHRISTOPHER RODRIGUEZ, P.E.
Professional Engineer (PE) Texas No. 107692
Certified Floodplain Manager (CFM)
Texas No. 2407-13N
TxDOT LGPP Certified



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1853579893900
 Approval Date: November 17, 2021
 Scheduled Expiration Date: November 17, 2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Kane Lindsey LLC DBA Kane Lindsey LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **November 17, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
 Statewide Procurement Division

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



Number: 6333
Status: REGISTERED
Expires: 12/31/2024

KURT SCHUMACHER
Texas Registered Professional Land Surveyor


Signature

I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
IV NAME
MIGUEL ANGEL RICO JR
V ADDRESS 2404 S TULIPANA AVE
WESLACO TX 78596-7621

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
IVa D.O.B. 21 MAR 1999 M 65 266 BROWN BROWN
IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REMOTE PILOT
III CERTIFICATE NUMBER **4713384**
X DATE OF ISSUE **23 AUG 2022**

XIV *Billy Nelson*
VIII ACTING ADMINISTRATOR


**U
A
S**


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

CERTIFICATE OF REGISTRATION

This acknowledges that
LDG Enterprises, LLC
GDJ Engineering

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

Registration Number
F-20061

Expiration Date
8/31/2024



Number: 93540
Status: ACTIVE
Expires: 3/31/2024


ROBERT JON MACHESKA
Texas Licensed Professional Engineer


Signature



Number: 107692
Status: ACTIVE
Expires: 9/30/2024

CHRISTOPHER REY RODRIGUEZ
TEXAS LICENSED PROFESSIONAL ENGINEER


Signature

SECTION III
**FIRM EXPERIENCE AND
QUALIFICATIONS**



KANE - LINDSEY LLC
LAND SURVEYING CONSULTANTS

SECTION III

FIRM EXPERIENCE & QUALIFICATIONS

COMPETENCY

KANE LINDSEY offers a full range of surveying and mapping services to satisfy your project specifications. We combine our experience, technology, and resources to solve challenges and deliver the best value to our clients. KANE LINDSEY has completed survey projects for private, municipal, county, and state agencies throughout Hidalgo County and has extensive experience in:

- Control surveys
- Property acquisition plats and description surveys (metes and bounds)
- Preparing right-of-way maps
- Design cross-sections for roadway and drainage improvements
- Utility route and improvement surveys
- Tree surveys
- Complex record information abstracting
- Coordination with other agencies
 - TxDOT
 - UPRR
 - Water Districts
 - USIBWC
- Producing 3D digital terrain models for engineering design
- Construction and right-of-way staking and miscellaneous surveys

KANE LINDSEY has the capacity to complete simultaneous projects issued under contract on-time and in-budget. Our team holds more than 50 years of combined experience in the surveying/engineering industry, with an additional:

- Two (2) R.P.L.S. in a supporting role
- One (1) Unmanned Aircraft System (UAS) certified Federal Aviation Administration (FAA) pilot
- One (1) TxDOT pre-certified utility coordinator with supporting staff
- Three (3) field crews with ability to mobilize
 - One (1) crew immediately available upon request
 - Additional crews available within 24 hour notice
- Staff Abstractor with 10 years of experience
- Support data processing and QA/QC staff

Our surveyors, technicians, and field crews are ready to begin work immediately and will make work under this contract a high priority.

TECHNOLOGY

KANE LINDSEY continues to invest in technology allowing the firm to maintain a high efficiency level. The firm has invested heavily in network improvements to triple our storage capacity, increase our network bandwidth tenfold, and enhance our off-site data recovery services. This investment provides KANE LINDSEY's clients with the peace of mind that not only is their project data safe and secure, but also easily accessible by all critical stakeholders.

KANE LINDSEY uses a wide variety of technology and management software to perform land surveying services, such as:

- Drawing and modeling software, such as AutoCAD Civil 3D, MicroStation, Infinity, and ArcGIS
- Field crews are equipped with numerous data collection devices including
 - Trimble® and Leica® Data Collectors
 - Robotic Total Stations
 - Leica® LiDAR Scanners
- Project management software (e.g., Microsoft® Project) to provide real-time budget earnings reports, project staff utilization, actual vs projected reports, and accounts receivable tracking
- Gantt charts to identify critical paths and to confirm timely project delivery

RECENT PROJECTS

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) DANA ROAD EXPANSION PROJECT

Location: Brownsville, TX

Client Name: CCRMA and GDJ Engineering

Phone Number: (956) 603-2025

KANE LINDSEY provided surveying services for the expansion/widening of Dana Road.

Survey Limits:

- Approximately 2.5 miles including 1,500 ft West and East at FM 3248 and 1,500 ft West and East at FM 802

Project Scope:

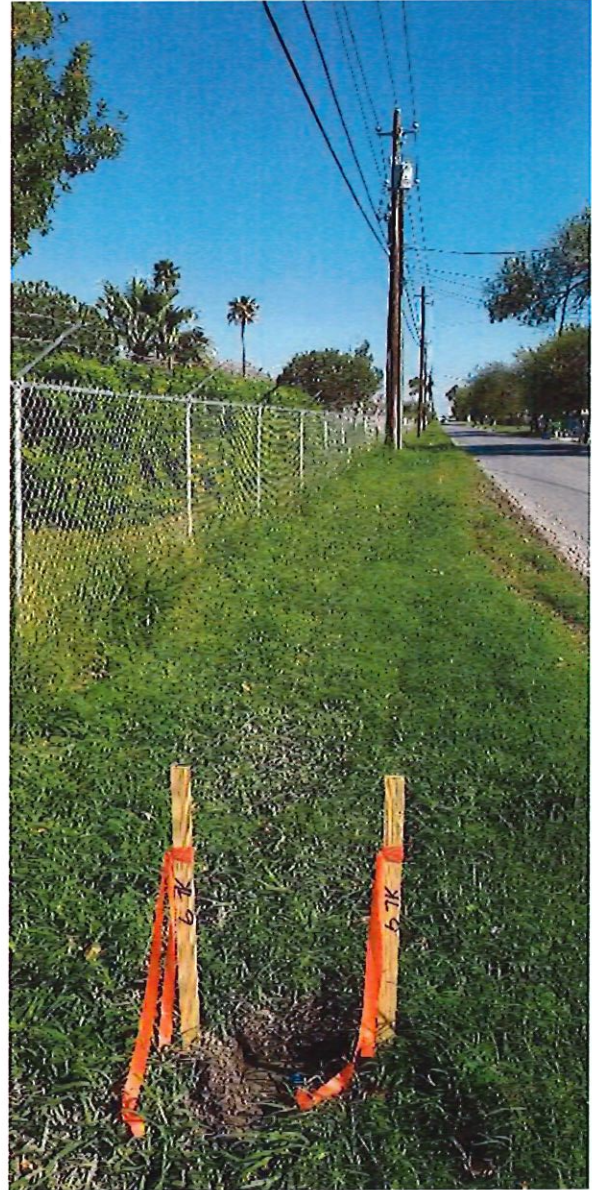
- Topography survey for engineering design
- Horizontal and vertical control for construction
- Right-of-way retracement
- Utility coordination

Project Deliverables:

- 2D and 3D mapping in MicroStation DGN format
- 3D modeling for limits of project
- Subsurface utility excavation
- Horizontal and vertical control sheets

Key Personnel:

- Kurt Schumacher, Project Manager
- Rene Valadez, Senior Party Chief
- Alisha Zapata, Project Coordinator
- Miguel A. Rico, Instrument Operator



Key Challenge: Heavy vehicular traffic throughout the length of the project.

Firm's Solution: Data collection by Drone and Static LiDAR applications.

**CITY OF MCALEN – TASK ORDER NO. 5
N 10TH ST. & NOLANA AVE. RIGHT TURN LANE ADDITION**



Location: McAllen, TX

Client Name: City of McAllen

Phone Number: (956) 972-7070

KANE LINDSEY performed an improvement survey for a proposed addition of a right turn lane on the East side of Nolana Avenue for the intersection of 10th St. and Nolana Ave.

Survey Limits:

➤ Approximately 150 ft North and South of intersection, and approximately 300 ft West and East of intersection.

Project Scope:

- Topography survey for engineering design
- Right-of-way retracement
- Utility coordination with the City of McAllen
- Provide one (1) project Benchmark

Project Deliverables:

- Three (3) Original sketches
- CADD file
- ASCII file
- Field notes

Key Personnel:

- Kurt Schumacher, Project Manager
- Rene Valadez, Senior Party Chief
- Alisha Zapata, Utility Coordinator
- Miguel A. Rico, Instrument Operator

Key Challenge: Safety due to heavy vehicular traffic at the intersection.

Firm's Solution: Utilized and followed TxDot approved PPE standards and Surveyor Traffic Control Plans.



RUSSELL ROAD – (ROOTH RD. TO MON MACK RD.)

Location: Edinburg, TX

Client Name: GDJ Engineering

Phone Number: (956) 603-2025

KANE LINDSEY provided surveying services for the expansion/widening of Russell Road.

Project Scope:

- Topography survey for engineering design
- Horizontal and vertical control for construction
- Utility coordination
- 28 parcel exhibits for real estate/right-of-way acquisition

Project Deliverables:

- 2D and 3D mapping in MicroStation DGN format
- 3D modeling for limits of project
- Horizontal and vertical control sheets
- Parcel exhibits with descriptions for real estate acquisition
- Surveyor's report detailing project approach, survey datum, boundary conflicts, and utility matrix.

Key Personnel:

- Kurt Schumacher, Project Manager
- Alisha E. Zapata, Project Coordinator & Utility Coordinator
- Rene Valadez, Senior Party Chief
- Miguel A. Rico, Jr., Small Unmanned Aircraft Pilot

Key Challenge: Right-of-Entry (ROE), limited response from property owners.

Firm's Solution: Sent out multiple letters requesting ROW; field visits and knocking on doors to request permission for entry; speaking with neighbors for owner contact information. Achieved 90% entry. Used UAV to collect data where ROE requests were denied.



MARIPOSA RANCH DRAINAGE IMPROVEMENT PROJECT

Location: La Feria, TX

Client Name: GDJ Engineering

Phone Number: (956) 603-2025

Survey of approximately 1 mile of existing drain ditch and irrigation canal adjacent to Mariposa Ranch Subdivision. Improvements to existing drainage system needed to alleviate “ponding” within Mariposa Ranch Subdivision by widening existing ditch North to Palis Road.

Project Scope:

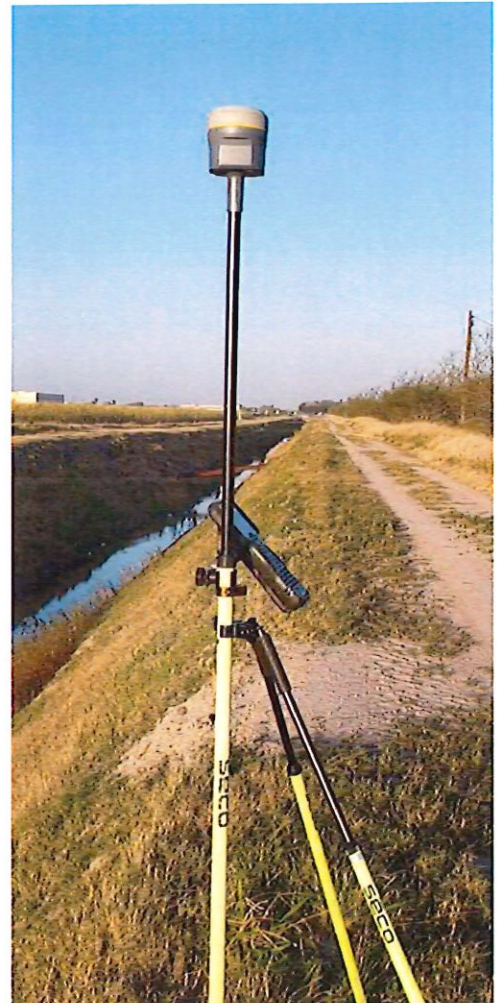
- Topography survey for engineering design
- Horizontal and vertical control for construction
- Parcel exhibits for real estate acquisition

Project Deliverables:

- Right-of-way mapping
- Parcel exhibits for real estate acquisition
- Horizontal and vertical control sheets
- 3D modeling

Key Personnel:

- Kurt Schumacher, Project Manager
- Rene Valadez, Senior Party Chief
- Mariano Garza, Instrument Operator



Key Challenge: Cross-sections at a 50’ wide irrigation canal with standing water.

Firm’s Solution: KANE LINDSEY utilized a 10’ boat with electric motor to access water. Mounted GPS antenna at front of boat with fixed height, measured to canal bottom, and added depth height to GPS antenna height to collect below water features.

**CAMERON COUNTY
DRAINAGE DISTRICT NO. 6
HYDRAULIC ANALYSIS**

Location: La Feria/Harlingen/Santa Rosa, TX

Client Name: Cameron County Drainage District No. 6 and GDJ Engineering

Phone Number: (956) 603-2025

KANE LINDSEY provided surveying services for Hydraulic Analysis in Eastern Cameron County. Completed on time and within budget.

Project Scope:

- Surveying and inventorying all drain structures at roadway crossings
- Cross-sections every 1,000-feet along existing drain ditches
- Establishing horizontal and vertical control

Project Deliverables:

- 2D and 3D mapping
- Photographs
- Inventory data sheets
- Signed and sealed survey control sheets
- Survey report.

Key Personnel:

- Kurt Schumacher, Project Manager
- Alisha E. Zapata, Project Coordinator & Utility Coordinator
- Rene Valadez, Senior Party Chief

Key Challenge: Access to bottom of ditch elevations/steep slope grades

Firm's Solution: KANE LINDSEY purchased a Leica GS18 I GPS receiver with tilt compensation and photogrammetry point cloud data collection capabilities. Field crews used point cloud data collection features to scan bottom of ditches and structures from top of bank. Survey technicians processed point clouds and extracted necessary structure and ditch features.



REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: City of McAllen - Engineering Department

Type of Organization: Municipal

Address: 311 North 15th Street McAllen, Texas 78504

Contact Person: Jose Perez Title: Designer / Subdivision Coordinator

Telephone: 956-381-1151 E-mail: jperez@mcallen.net

Project Information

Name of Project: El Collado Subdivision Drainage Improvements Project

Scope of Work: Design survey, horizontal and vertical control, 2D mapping, 3D modeling, boundary retracement

Contract Period: From 05/2023 to 05/2023

Cost: Projected \$: N/A Actual \$: Contract \$10,000.00

Timeframe (Include Unit Measure) Projected 20 days Actual 20 days

Status as of 05/2023 (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: TEDSI Infrastructure Group, INC

Type of Organization: Private / Consultant

Address: 1201 E Interstate Highway 2 Mission, Texas 78572

Contact Person: Eric R. Dietrich, PE Title: Project Manager

Telephone: 956-960-5969 E-mail: edietrich@tedsi.com

Project Information

Name of Project: West Spur 54 Intersections - Traffic Signal Light Improvement Project

Scope of Work: Design survey, right-of-way retracement, as-built existing roadway and signal appurtenances for two intersections in Harlingen, Texas.

Contract Period: From 06/2023 to 12/2023

Cost: Projected \$: N/A Actual \$: Contract \$9,000.00

Timeframe (Include Unit Measure) Projected From NTP - 6 months Actual 2 months

Status as of 08/2023 (Circle One) Complete In Progress Canceled
Date

Reference Three

Client's Name: Hidalgo County Precinct No. 2

Type of Organization: County

Address: 300 West Hall Acres, Suite G Pharr, Texas 78577

Contact Person: Roy Garcia Title: Assistant Director

Telephone: 956-787-1891 Ext. 2013 E-mail: roy.garcia@co.hidalgo.tx.us

Project Information

Name of Project: Cemetery Road - PO #869749

Scope of Work: Right-of-way retracement, staking of Cemetery Road right-of-way, abstracting, 2D mapping

Contract Period: From 10/2023 to 10/2023

Cost: Projected \$: N/A Actual \$: Contract \$3,395.00

Timeframe (Include Unit Measure) Projected 15 days Actual 15 days

Status as of 10/2023 (Circle One) Complete In Progress Canceled
Date

Reference Four

Client's Name: GDJ Engineering

Type of Organization: Private / Consultant

Address: 2805 Fountain Plaza Blvd., Suite A Edinburg, Texas 78539

Contact Person: Robert Macheska, PE Title: Executive VP / COO

Telephone: 956-603-2025 E-mail: Robert@GDJEng.com

Project Information

Name of Project: Cameron County Regional Mobility Authority - Los Fresnos Sidewalk Improvement

Scope of Work: _____

Contract Period: From 08/2023 to 09/2023

Cost: Projected \$: N/A Actual \$: Contract \$7,014.33

Timeframe (Include Unit Measure) Projected 1 month Actual 1 month

Status as of 10/2023 (Circle One) Complete In Progress Canceled
Date

Cancelled Project

Kane Lindsey has not had a cancelled project since February of 2022.

SECTION IV
SCOPE OF SERVICES



KANE - LINDSEY LLC
LAND SURVEYING CONSULTANTS

SECTION IV

SCOPE OF SERVICES

KANE LINDSEY understand that Hidalgo County is seeking to contract with Professional Surveying firm(s) that have experience in, but not limited to the following areas:

- Property Surveys, including a legal description with the preparation of one (1) hard copy
- Topographical Surveys, including the establishment of the survey benchmark
- Survey alignments for roadways and/or utilities including the establishments of rights-of-way, easements, baselines, and legal descriptions.
- All survey reports are due within four weeks of the request (20 business days) and receipt of a fully executed purchase order.

PHILOSOPHY

Our philosophy is simple—we examine all the factors—physical, environmental, political, and market demands to develop innovative solutions that mitigate project constraints and leverage opportunities. This philosophy is implemented through KANE LINDSEY’s project management and surveying expertise, stringent quality assurance and quality control procedures, schedule management, the application of advanced surveying technologies, implementation of best practices, and open, clear, and concise client-Professional communication.

QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

At KANE LINDSEY, QA/QC is never considered an extra step or service; it is an integral component of everything we do. Quality Assurance and Control will be overseen by Kurt Schumacher, R.P.L.S. (KANE LINDSEY, Project Manager) and by QA/QC Task Leader Chris Rodriguez, P.E. (GDJ Engineering).

Kurt will be responsible for all phases of the project and will specifically ensure: the work performed meets Hidalgo County’s requirements, Hidalgo County is informed of the project status, the public is notified and informed as required, regulatory requirements are met, and the project stays on schedule and within budget.

Chris will be responsible with ensuring all work is double-checked. No deliverable will be submitted without review, which takes not just one set of eyes, but three (Project Manager, Project Coordinator, QA/QC Task Leader). Additionally, Chris will complete and finalize the QA/QC plan checklist. This checklist will help ensure that agreements, survey, drawings and specifications, and contract administrations have been executed properly.

COMMUNICATION

It’s a simple and time-tested approach to doing business – communication is key. Being able to create a relationship between all parties involved in the process in any project that encourages a free and open exchange of ideas helps to achieve a positive end result. Communicating effectively with clients in the field ensures proper definition of project scope and specifications. That is why KANE LINDSEY values communication and transparency every step of the way.

APPROACH

KANE LINDSEY strongly believes in a flexible, team-oriented approach to meeting and exceeding the requirements of services requested. We understand that every project is unique and dynamic with individual design challenges, and we understand that we cannot be successful on our own. That is why we work closely with each client to determine the project goals and expectations to develop a customized plan of services tailored to the specific requirements of each individual project. With this in mind, we are able to adapt planning and design methodologies to each specific project. Additionally, we utilize our professional partnerships with members of local Irrigation Districts, Drainage Districts, Engineering Departments, utility purveyors, TxDOT, and fellow colleagues in the industry for successful project delivery.

ABILITY TO MEET SCOPE OF SERVICES

KANE LINDSEY has the capability to perform all the mentioned services Hidalgo County requires. The KANE LINDSEY team consists of: more than 50 years of combined experience in the surveying/engineering industry, an additional two (2) R.P.L.S. in a supporting role, one (1) Unmanned Aircraft System (UAS), Certified Federal Aviation Administration (FAA) pilots, one (1) TxDOT pre-certified utility coordinator with supporting staff, three (3) field crews with ability to mobilize (one crew available immediately upon request and additional crews available within 24 hour notice), staff Abstractor with ten (11) years of abstracting experience, and support data processing and Quality Assurance/Quality Control (QA/QC) staff.

Our mission will be to exceed expectations by providing innovative and quality design solutions that meet budget, within the time frame given.

TIMELINESS OF SCHEDULE – EXAMPLE

The following 20-day schedule example is based on a typical survey inclusive of horizontal and vertical control, boundary & topographical surveying, preparation of survey plat and legal description & survey alignments (roadways, utilities, right-of-ways, easements, baselines). This example is for a typical 1000' rural stretch of roadway, 50' in width, with a parcel for acquisition, and final design schematic provided:

Week 1 (Day 1-5): Kurt Schumacher, R.P.L.S. (KANE LINDSEY, Project Manager) will coordinate with Task Leaders to review schedule, project critical paths, and assess team availability. Kurt will task Robert Macheska, P.E. (GDJ Engineering, Utility Coordinator) to visit site and coordinate with utility purveyors to secure maps of records for utilities along project route. Additionally, a Texas 811 locate request for buried utility lines will be submitted. Kurt will task abstractor to locate existing recorded adjoining deeds, easements, plats, and ownership information. KANE LINDSEY Survey Technicians will sketch recorded information from recorded documents. Kurt will task Alisha Zapata (KANE LINDSEY, Project Coordinator) to mobilize field crews to establish project horizontal and vertical (benchmarks) points and coordinate production of control sheets for use by all team members. KANE LINDSEY field crews will utilize the abstract map to locate existing boundary and

right of way corners. Horizontal and Vertical control, utility markings, abstracting, deed plots, and alignment/easement determinations commenced by end of week 1.

Week 2 (Day 6-10): KANE LINDSEY office technicians continue to process field data, field crews to commence cross sections/topography survey locating all visible utilities, drainage infrastructure (flow lines, diameters, type), and public entry and exit points to roadway. Kurt will task Miguel A. Rico, Jr. (KANE LINDSEY, UAS Photogrammetry & Data Collection Task Lead) to commence UAV Photogrammetry and data collection. UAV flight plan to include 50-foot outside existing right-of-way in case additional ground elevations are needed. Office staff processes data daily, keeping project files updated as field crews progress with survey. Robert is to finalize utility information and provide matrix and information to team. Kurt and Chris Rodriguez, P.E. (GDJ Engineering, QA/QC Task Leader) will be tasked to perform periodic QA/QC on drawings and collected field data. UAV aerial imagery delivered to all members of team.

Week 3 (Day 11-15): Right-of-Way and boundary analysis complete with pertinent information (easements, ownership, permits). KANE LINDSEY to begin preparing parcel metes and bounds description and survey plats for QA/QC review. Field crews to complete cross-sections and topography survey. Office staff will continue to process data for 2D and 3D deliverables for engineering design.

Week 4 (Day 16-20): Kurt to meet with team for project updates, progress, and delivery date to Hidalgo County. Robert will review mapping files to verify utility ownership and information shown. Kurt and Chris to provide final review of 2D and 3D mapping, legal description, and horizontal/vertical control sheets. Kurt to prepare surveyor's report. Survey Report, documents, and electronic files delivered by the 19th business day to Hidalgo County. Parcel corners and field cleanup complete by day 20.



Exhibit- B

Services to Be Provided by the Surveyor:

Services shall be provided under the direct supervision of a Texas Registered Professional Land Surveyor and shall be in accordance (when applicable) to the Texas Board of Professional Engineers and Land Surveyors Acts and Rules, with minimum requirements met in accordance to the latest edition of the Texas Society of Professional Land Surveyors (TSPS) *Manual of Practice*, latest standards for ALTA/NSPS surveys, and the latest edition of the Texas Department of Transportation *Survey Manual*.

Boundary/ Property Surveys:

- Abstracting. Surveyor shall research County Clerk records for deed and easement information.
- Field Surveys. Recover and set boundary corners.
- Parcel Descriptions. Describe subject tract by metes and bounds description identifying calculated acreage, distances, set and recovered property corners, and adjoining property record deed information.
- Survey plat. Map detailing boundary location, documents of record, encumbrances, encroachments, easements, right-of-way information, and improvements on subject tract.

Topographical Survey by Aerial, GPS, or conventional methods:

- Horizontal and Vertical Control Networks. Establish horizontal values by GPS "RTK" or "Static" procedures and/or conventional survey methods. Vertical values to be established by digital level loops. Horizontal and Vertical control sketches to be delivered when applicable. Horizontal values to be referenced to the Texas Coordinate System, North American Datum of 1983, South Zone. Vertical values referenced to the North American Vertical Datum of 1988, Geoid 18.
- Cross sections. Grid lines shall be 100-ft unless specified otherwise by the County.



- Utilities. Submit a Texas 811 utility locate request. Locate all visible above ground utilities within project limits, to include: identifying direction/alignment of overhead lines, collect invert elevation data at irrigation standpipes, storm sewer manholes, sanitary sewer manholes, and drain ditch structures, and locate Texas 811 utility markings with owners inventoried.
- Improvements. Locate all visible above ground improvements to include roadways, grade breaks, buildings, fences, and driveways.
- Final Deliverables. 2D and 3d mapping, digital Terrain model, correspondence with utility purveyors, field books, aerial imagery files, survey point file.

Survey Alignments:

- Alignments. Establish centerline alignments for existing and future easements, roadways, and utility corridors.
- Right-of-ways. Establish existing road and utility right of ways from public record documents. Mapping identifying resolved right of way, easement, and alignment locations.
- Deliverables. CADD files identifying improvements, alignments, dimensions, record ownership information, distances, bearings, property lines, monuments recovered, monuments set, and easement locations. PDF file to be provide on request.

Exhibit-C

KANE LINDSEY LLC

Hourly Rate Table

Description	Hourly Rate	Experience (years)
Office Personnel		
Survey Project Manager	\$170.00	20+
Registered Professional Land Surveyor	\$140.00	5 to 10
Sr. Survey Technician	\$100.00	15+
Surveyor In Training	\$95.00	NA
Survey Technician	\$85.00	5+
Technician	\$75.00	1 to 5
Abstractor	\$75.00	10+
Utility Coordinator	\$80.00	10+
Administration	\$60.00	NA
Field Personnel		
Field Crew- 1 Man	\$90.00	15+
Field Crew- 2 Man	\$140.00	NA
Field Crew- 3 Man	\$180.00	NA
Party Chief	\$75.00	15+
Instrument Operator	\$45.00	5+
Flag Man/ Rod Man	\$40.00	1 to 5
Lidar- Data Acquisition and Processing		
Coordinator-Task Leader	\$105.00	15+
Sr. Lidar Technician	\$95.00	15+
Lidar Technician	\$80.00	5+
Miscellaneous Expenses		
Field Crew/Personnel Travel ***	\$75.00/ Hour	
Mileage	Current GSA Rate	\$0.56/ Mile
Lodging/ per individual daily	Current GSA Rate	\$96 (2021)
Per Diem/ per individual daily	Current GSA Rate	\$55 (2021)

**Supplies and field equipment included in field crew hourly rate

*** Client will not be charged field crew/ technician/ personnel hourly rate . Covers all personnel in a single vehicle

