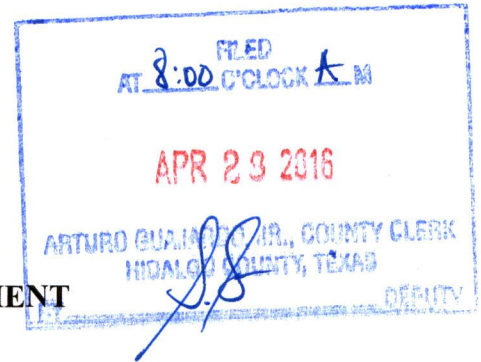


THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-16-170-04-12**



**THIS AGREEMENT** is made effective the 12<sup>th</sup> day of April, 2016 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **L&G Consulting Engineers, Inc. d/b/a L&G Engineering**, of Mercedes, a Texas Corporation (“Engineer”).

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing **On-Call Geotechnical, Construction Materials Testing and Inspection Services for “Road and Bridge, C.I.P. and Other Projects in General”** for projects within **Hidalgo County Precinct No. 2** (the “Services”);

**WHEREAS**, the County has determined that the services of a professional engineering company is 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 a professional engineering to assist the County by providing the Services;

**WHEREAS**, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 2**, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

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

**1. Scope of Services.** The County will provide to Engineer the services described in Exhibit “A” attached hereto and entitled “Services to be performed by County.” Engineer agrees to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

**2. NON-EXCLUSIVE SERVICES OF ENGINEER.** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement

**3. Term.** This Agreement is for a period of 1 year, effective April 12, 2016 and will expire April 11, 2017 or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

**4. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. 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. Engineer 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 Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

**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 Engineer, or of a subcontractor, the Engineer 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.

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character

of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. 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 Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**7. Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. 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. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**9. Suspension of Work.** Should 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 Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. 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 Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**10. Progress and Coordination.** The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer 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 Engineer's services and work.

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

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 Engineer's preliminary report will be addressed by the Engineer in the final report.

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

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

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

- a. problems, delays, 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 Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**11. Independent Contractor.** Engineer 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer 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. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**12. Subcontracting and Assignment.** The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

**13. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

**14. Insurance.** Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

**16. No Assignment.** Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

**17. 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 the legal requirements and only during the time such conflict exists.

**18. Termination by County.** If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

**19. 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.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any 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 Engineer, and not otherwise.

**21. 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 parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**22. Hold Harmless.** In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**23. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

**24. 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 theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E Cano St, #2  
Edinburg, Texas 78539

If to Engineer: L&G Engineering  
Attention: Jacinto Garza, P.E.  
2100 W. Expressway 83  
Mercedes, Texas 78570

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

**25. Executions of 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.

**26. 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.

**27. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**28. Authority.** The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

**29. Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

**30. 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 ninety (90) days written notice to the Engineer. 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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

EXECUTED as of the day and year first written above.

COUNTY:  
COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia  
Hon. Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/12/16

ENGINEER:  
L&G ENGINEERING

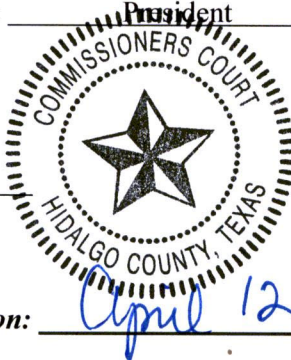
By: \_\_\_\_\_

Printed Name Jacinto Garza, P.E.

Title: President

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



Approved by Commissioners' Court on: April 12, 2016.

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A -Scope of Services to be provided by the County
- EXHIBIT B -Scope of Services to be provided by the Engineer
- EXHIBIT C -Engineer's Rates
- EXHIBIT D -Work Authorization Form
- EXHIBIT E -Supplemental Agreement Form
- EXHIBIT F -Certificates of Insurance

EXECUTED as of the day and year first written above.

COUNTY:  
COUNTY OF HIDALGO, TEXAS

By: \_\_\_\_\_

Hon. Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

ENGINEER:  
L&G ENGINEERING

By: \_\_\_\_\_

Printed Name Jacinto Garza, P.E.

Title: President

ATTEST:

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

Approved by Commissioners' Court on: \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_

Stephen L. Crain, Attorney

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## **EXHIBIT A-1**

-Request for Qualifications (RFQ) Procurement Packet

# **EXHIBIT A**

## **-Scope of Services to be provided by the County**

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

### **General:**

The Owner will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

## **EXHIBIT B**

-Scope of Services to be provided by the Engineer

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 1 - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Geotechnical & Construction Materials Testing Services for “Road and Bridge, C.I.P. and Other Projects in General”

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 2 ROUTE AND DESIGN STUDIES

(Function Code 110)

Services

Provided By:

ENGINEER COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Soil Core Hole Drilling
  - a. Pavement (See Section 3, page 3-1 for requirements)
  - b. Retaining Walls (See Section 4, page 4-1 for requirements)
  - c. Miscellaneous Structures (See Section 4, page 4-1 for requirements)
  - d. Bridges (See Section 5, page 5-1 for requirements)

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 3 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services

Provided By:

ENGINEER COUNTY

- |   |   |                                                                                                                                                                                                       |
|---|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| — | — | 1. Pavement Design – Embankment and Subgrade Analysis                                                                                                                                                 |
| — | — | a. Embankment and Subgrade                                                                                                                                                                            |
| — | — | (1) Soil Core Holes (Show cost estimate with Function Code 110)                                                                                                                                       |
| — | — | (a) Along center line                                                                                                                                                                                 |
| — | — | (b) Along center line of each roadway                                                                                                                                                                 |
| — | — | The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)                                            |
| — | — | (2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)                                                                               |
| — | — | d. Traffic Data for Pavement Design (To be provided by others)                                                                                                                                        |
| — | — | e. Basic Design Criteria                                                                                                                                                                              |
| — | — | f. Life Cycle Cost Analysis(es)                                                                                                                                                                       |
| — | — | g. Cost Data                                                                                                                                                                                          |
| — | — | h. Pavement Material Properties                                                                                                                                                                       |
| — | — | i. Rehabilitation Investigations                                                                                                                                                                      |
| — | — | (1) Core Hole Survey (Show cost estimate with Function Code 110)                                                                                                                                      |
| — | — | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client. |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 4 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services

Provided By:

ENGINEER COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Retaining Walls and Embankments
  - a. Foundation Studies (Show cost estimate with Function Code 110)
    - (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
    - (2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
  - b. Stability Analysis
  - c. Estimate
  - d. Summary of Quantities
  - e. Typical X-section.
  - f. General Guidelines for Retaining Walls
    - (1) The ground water level should be observed at the water strike.
    - (2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
    - (3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
  
2. Miscellaneous Structures
  - a. Foundation Studies (Show cost estimate with Function Code 110)

The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
  - b. Foundation Analysis  
To be determined based on miscellaneous structure type and requirements.

\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 5 - BRIDGE DESIGN

(Function Code 170)

Services

Provided By:

ENGINEER COUNTY

- |   |   |                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| — | — | 1. Foundation Studies (Show cost estimate with Function Code 110)<br>The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals. |
| — | — | 2. Foundation Analysis<br>Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.                                                                                                                                                                                                                   |

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 6 - CONSTRUCTION PHASE SERVICES (Function Code 320)

Services  
Provided By:  
ENGINEER COUNTY

#### CONSTRUCTION INSPECTION SERVICES:

The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.

#### CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10). The construction material testing includes, but is not limited to the following:

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

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### SECTION 7 - ADDITIONAL RESONSIBILITIES

#### Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

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

CMT Reports and Inspection documentation shall be provided in PDF format.

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

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

CD Tape Required (YES or NO): YES

#### Proposal Time

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

#### Office Location

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

<u>Service</u>	<u>Office Location</u>
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the \_\_\_\_\_ Mercedes \_\_\_\_\_  
(City)

office located at \_\_\_\_\_ 2100 West Expressway 83 \_\_\_\_\_,  
(Address)

\_\_\_\_\_ Mercedes \_\_\_\_\_, \_\_\_\_\_ Texas \_\_\_\_\_.  
(City) (State)

# EXHIBIT B

## Scope of Services to be provided by the Engineer

### APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

#### A. Preliminary Phase:

- 1) Attend preliminary conferences with the COUNTY and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.

#### B. Design Phase:

- 1) Attend the COUNTY'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.
- 5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.

#### C. Construction/Maintenance Phase:

- 1) Attend the COUNTY'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the COUNTY during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the COUNTY and/or project design Laboratory.
- 5) Furnish the COUNTY all necessary reports for construction and maintenance projects.
- 6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.


#### D. Miscellaneous/Other:

- 1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
- 3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the COUNTY within a reasonable time.

**EXHIBIT C**  
-Engineer Contract Rates

# EXHIBIT "C"

## CONTRACT RATES

 <span style="font-size: 1.2em; font-weight: bold; vertical-align: middle;">L &amp; G Engineering</span> Transportation Consulting Engineers		
Audited Overhead Rate FY 2014		
Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	\$ -	\$ -
Senior Project Manager	\$ 70.00	\$ 211.40
Engineer (V) - Senior Engineer	\$ 58.00	\$ 175.16
Senior Environmental Planner/Specialist	\$ 49.00	\$ 147.98
Engineer (III) - Project Engineer	\$ 43.00	\$ 129.86
Engineering Lab Manager	\$ 34.00	\$ 102.68
Senior Engineer Tech / Geotechnical Engineer	\$ 32.00	\$ 96.64
Environmental Planner/Specialist (II)	\$ 30.00	\$ 90.60
Project Inspector (V)	\$ 28.00	\$ 84.56
Record Keeper	\$ 27.00	\$ 81.54
Environmental Planner/Specialist (I)	\$ 26.00	\$ 78.52
Project Inspector (I)	\$ 22.00	\$ 66.44
CADD Operator / GIS Analyst	\$ 22.00	\$ 66.44
Admin/Clerical	\$ 20.00	\$ 60.40
Soil & Aggregate Technician	\$ 17.00	\$ 51.34
Concrete Technician	\$ 17.00	\$ 51.34
Asphalt Technician	\$ 17.00	\$ 51.34
Negotiated Overhead Rate: <b>169.26%</b> Negotiated Profit Rate: <b>12.00%</b> Multiplier: <b>3.02</b>	and profit. All rates are negotiated rates and are not subject to change or adjustment.	
<b>Other Direct Expenses:</b>	<b>Cost</b>	
Lodging	\$85/night	
Meals	\$36/day	
Mileage	\$0.56/mile	
Car Rental	\$75.00/day	
8 1/2" X 11" copies	\$1.00/sheet	
11" X 17" copies	\$1.50/sheet	
11" X 17" Mylar	\$2.00/sheet	
Overnight Mail - Letter Size	\$15.00/Each	
Overnight Mail - Oversized Box	\$38.00/Each	

**EXHIBIT "C"**  
**CONTRACT RATES**

**GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES**

**Direct Expenses**

**Geotechnical Field Services**

Mobilization (Drill Rig and Crew)	\$441.66/Day
Stand-By Time	\$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	\$5.55/Ea.
Soil Boring / Solid Stem	\$31.08/Lf
Soil Boring / Hollow Stem	\$31.08/Lf
Soil Boring / Mud Rotary	\$31.08/LF
Mileage (Logger-Soil Tech)	\$.56/Mi.
Support Truck	\$1.65/Mi.
Piezometer / Monitoring Well	<b>By Quote</b>

**Soil Testing**

Moisture Content Determination	ASTM D2216 - Tex-103-E	\$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	\$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	\$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	\$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$212.59/Ea.
Standard Proctor	ASTM D 698	\$205.82/Ea.
Modified Proctor	ASTM D 1557	\$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	\$23.91/Ea.
Determination of Soil pH	Tex-128-E	\$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	\$159.44/Ea.
Resistivity of Soils	Tex-129-E	\$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	\$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	\$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	\$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	\$53.27/Ea.
Consolidation Test	ASTM D 2435	\$521.51/Ea.

**Coarse & Fine Aggregate Quality Testing**

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	\$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	\$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	\$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	\$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	\$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	\$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	\$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	\$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	\$13.25/Ea.

**EXHIBIT “C”  
CONTRACT RATES**

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

Sand Equivalent	ASTM D 2419 - Tex-203-F	\$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	\$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	\$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$86.40/Ea.

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

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	\$90.00/Ea.
Asphalt Content	Tex-236-F	\$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	\$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	\$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	\$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	\$15.00/Ea.
Lab Molded Density	Tex-207-F	\$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	\$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	\$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	\$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	\$73.04/Ea.
In-Place Air Voids	Tex-207-F	\$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	\$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	\$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	\$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	\$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	\$100.00/Ea.
Thermal Profile	Tex-244-F	\$175.00/Ea.
Ride Quality	Tex-1001-S	<b>By Quote</b>

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

Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index		\$498.08/Ea.
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**Concrete/Masonry Field & Laboratory Testing**

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	\$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	\$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$232.41/Ea.

**\*(In Conjunction w/ Field Inspection)**

**EXHIBIT "C"**  
**CONTRACT RATES**

**Miscellaneous Testing**

Drilled Shaft Slurry Density	Tex-130-E (Part II)	\$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	\$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	\$25.00/Ea.

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

Test Report.....\$23.59/Ea.

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

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

**Expenses:**

Mileage..... .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.



**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. \_\_\_\_**.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 2:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_ (cc approval date) \_\_\_\_\_ as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**THE ENGINEER:  
L&G ENGINEERING**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Jacinto Garza, P.E.

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

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



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

**THE ENGINEER:**

**BY:** \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_

\_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

**EXHIBIT F**  
-Certificates of Insurance





Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: RUBY CASAS INSURANCE AGENCY, 702 N Closner Blvd, Edinburg, TX 78541. CONTACT NAME: RUBY CASAS, PHONE: (956) 383-8141, FAX: (956) 278-3246, E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com. INSURER(S) AFFORDING COVERAGE: TRUCK INSURANCE EXCHANGE (21709), FARMERS INSURANCE EXCHANGE (21652), MID CENTURY INSURANCE COMPANY (21687).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability (Policy 605850941), Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: FOR INFORMATION PURPOSES ONLY. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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