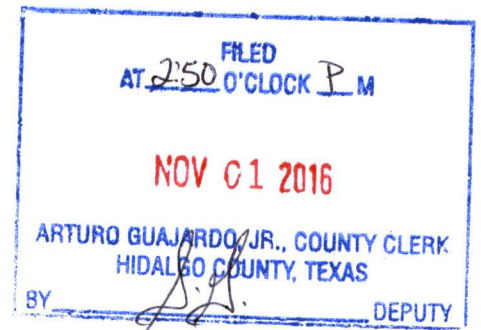


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 13th day of October, 2016 by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** (“County”) and **Lefevre Engineering & Management Consulting, LLC** of Mc Allen, a Texas Corporation (“Engineer”).

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing “**Engineering Services**” for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (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, Urban County Program has selected the “Engineer” from the “Pool” of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Peñitas- Sidewalk Project**.

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 **one (1) year**, effective **October 13, 2016**, and will expire **October 13, 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" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. 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," "Engineer's 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: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Lefevre Engineering & Management Consulting, LLC.**
Attn: Richard LeFevre, P.E. President
612 Nolana, Suite 520
Mc Allen, Texas 78504

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.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/16

Approved by Commissioners Court on October 13, 2016.

ENGINEER:
LeFevre Engineering & Management Consulting, LLC.

By: [Signature]

Printed Name Richard Lefevre P.E.

Title: Owner

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On this: July 12, 2016.

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

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 Urban County Program – City of Penitas – Sidewalks Project

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, Urban County Program on behalf of the City of Penitas proposes to the reconstruction of sidewalks along S. Main Street to include but not limited to, adjacent abutting streets within the same general vicinity.

Contract Amount: \$7,500.00

Task 1 – Survey & Geotechnical

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives. Conduct Geotechnical Services including bores for Geotechnical Report with recommendations with regards to asphalt construction.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction, Inspection, and Material Testing

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings (“As-Builts”). Material Testing will be including and testing will be performed with regards to specifications and plans for proctors and cores required for evaluation of asphalt parking lot and subsurface compaction.

EXHIBIT C

-Engineer Contract Rates

Urban County Program – City of Penitas – Sidewalks Project

Engineering Cost Proposal and Fee Breakdown

Basic Engineering	\$2,800.00
Inspection	\$1,200.00
Construction Administration	\$1,500.00
Survey Topography	\$1,000.00
Geotech & Material Testing	\$1,000.00
Total	\$7,500.00

	Hourly Fees
PRINCIPAL	\$200.00/HOUR
PROJECT ENGINEER	\$175.00/HOUR
PROJECT MANAGER	\$130.00/HOUR
DESIGNER/TECHNICIAN	\$ 85.00/HOUR
ADMINISTRATIVE	\$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

September 30, 2016

Submitted to:

Diana R. Serna
Director
c/o Urban County Program

Re: Best and Final Offer – Urban County Program – City of Penitas – Sidewalk Project

Ms. Serna:

As requested, please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Engineering & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:	
LeFevre Engineering & Management Consulting, LLC	
Survey/Topography	\$ 1,000
Basic Engineering	\$ 2,800
Construction Administration	\$ 1,500
Inspection	\$ 1,200
Geotech & Material Testing	\$ 1,000
Total	\$ 7,500

The above price does not include survey for acquisition of any and all easements required for construction of this project. The survey included in pricing is only to be used for engineering requirements and NOT for acquisition of properties, property disputes, etc. Any survey to be used for acquisition of properties, boundary searches, etc., that will need a registered land surveyor will need to be added as additional services or provided by others.

Please call me if you should have any questions at (956) 687-5362.

Respectfully yours,



Richard LeFevre, P.E.
President

CC: \\server\lemc\5 Projects\Hidalgo\Penitas\Contract\Sidewalk\BAFO - Penitas-Sidewalk- FINAL.docx

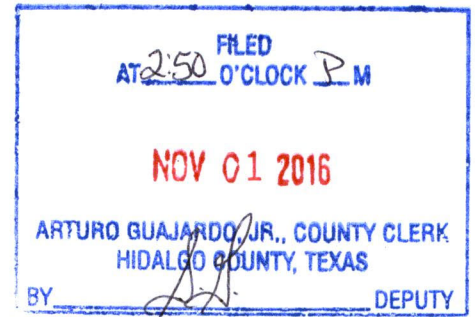


EXHIBIT D
-Work Authorization Form
HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$7,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. 5016-60-0312-5000-6000-UCP-GVG
Purchase Order Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this Work Authorization No. 1 .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: *Diana R Serna*
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on October 13, 2016 as indicated below and effective as of 13th day of October, 2016 .

**THE ENGINEER:
LEFEVRE ENGINEERING & MANAGEMENT
CONSULTING, LLC.**

[Signature]
By: Richard Lefevre P.E Owner

**THE OWNER:
HIDALGO COUNTY**

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/16

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



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

Urban County Program – City of Penitas – Sidewalks Project

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, Urban County Program on behalf of the City of Penitas proposes to the reconstruction of sidewalks along S. Main Street to include but not limited to, adjacent abutting streets within the same general vicinity.

Contract Amount: \$7,500.00

Task 1 – Survey & Geotechnical

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives. Conduct Geotechnical Services including bores for Geotechnical Report with recommendations with regards to asphalt construction.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

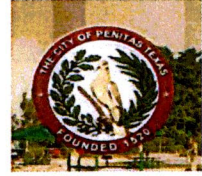
Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction, Inspection, and Material Testing

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings (“As-Builts”). Material Testing will be including and testing will be performed with regards to specifications and plans for proctors and cores required for evaluation of asphalt parking lot and subsurface compaction.

City of Peñitas - Sidewalk Improvement Project EOPCC



ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
P205 City of Peñitas -Sidewalk Improvement Project					
General Project					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage	LS	1	\$ 2,500.00	\$ 2,500.00
Total General Project				\$	2,500.00
City of Peñitas -Sidewalk Improvement Project					
2-1	Remove and Replace Concrete Sidewalk as per plans and specifications (Approx. 220 LF of Concrete Sidewalk meeting ADA requirements); complete in place	LS	1	\$ 22,000.00	\$ 22,000.00
City of Peñitas -Sidewalk Improvement Project				\$	22,000.00
Total General Project				\$	2,500.00
City of Peñitas -Sidewalk Improvement Project				\$	22,000.00
TOTAL BASE BID PRICE				\$	24,500.00

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **Lefevre Engineering & Management Consulting, LLC**. Professional Engineers of, **Mc Allen**, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2016** concerning Engineering for **Professional Engineering Services** hereinafter referred to as the (“**Project**”); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

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

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

**THE ENGINEER:
LEFEVRE ENGINEERING & MANAGEMENT
CONSULTING, LLC.**

**THE OWNER:
HIDALGO COUNTY**

By: Richard Lefevre, P.E., President

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance

URBAN COUNTY PROGRAM
Hidalgo County Commissioners' Court
Agenda Request Form

No. 56739
 Name: Lupita V. Garcia,
 UCP Coordinator II.

Date: September 29, 2016
 Deadline for Action: ASAP
 Department: Urban County Program

Meeting Date Request: October 18, 2016
 Contact Person: Diana R. Serna
 Phone: (956) 787-8127 Fax: (956) 318-2988

Diana R. Serna, UCP Director *[Signature]*

Caption:

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Peñitas is requesting approval of a best and final negotiated contract for professional engineering services with Lefevre Engineering & Management Consulting, LLC, in the amount of \$17,960.00 utilizing CDBG FY 29 (2016) Peñitas Other Public Facility Improvements funds.
2. Requesting approval of Work Authorization No. 1- "2016 Peñitas Other Public Facility Improvements" in the amount of \$17,960.00.

Background:

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of Lefevre Engineering & Management Consulting, LLC for the purpose of professional engineering services for the 2016 Peñitas Other Public Facility Improvements Project. See attached negotiated contract and Work Authorization No. 1.

P.O.# 9996

CONTRACT AMOUNT: \$17,960.00
FUNDS AVAILABLE: \$75,000.00 2016 Peñitas Other Public Facility Improvements

Deputy Director *[Signature]*
 Finance _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
 Dept./Fund No: _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes _____ No _____
 Account code: _____ Impact on Future budget: Yes _____ No _____

Comments:

OCT 14 2016
 HEC EXTENSION

APPROVED
 County Commissioners' Court
 DATE: 10-13-16 *[Signature]*

Action taken by Commissioner's Court:
 Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____



URBAN COUNTY PROGRAM

427 E DURANTA AVE., SUITE 107 • ALAMO, TEXAS 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

October 21, 2016

Honorable County Judge
Ramon Garcia
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Re: Professional Service Agreement

Dear Judge Garcia,

Attached please find (6) Original Professional Service Agreements between Hidalgo County and LeFevre Engineering & Management Consulting, LLC and a copy of the approved agenda. Please sign the agreements so we may proceed with the projects.

Should you have any questions, please feel free to contact our office at your earliest convenience at (956) 787-8127.

Respectfully,

A handwritten signature in blue ink that reads "Diana R. Serna".

Diana R. Serna
Director