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ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
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THE STATE OF TEXAS §
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COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-18-195-07-31**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

**WHEREAS,** the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the "MILE 6 from Mile 11 to SH 107" project for **Hidalgo County Precinct No. 1** hereinafter referred to as the **"Project".**

**WHEREAS,** pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

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

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

**ARTICLE 1. Employment of Engineer**. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

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

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

**2.2 Engineer's Services.** For this Agreement, the professional services to be provided by the **Engineer** are those services more particularly identified in **EXHIBIT "B"**, attached hereto and made part of this Agreement.

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

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

**3.1 Termination Date**. This Agreement is for a period of **five (5) years,** commencing, *July 17, 2018,* expiring, ***July 17, 2023*** or ***upon completion of the Scopes of the Project*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as

provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

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

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

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

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

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

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

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

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

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

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

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

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

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

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

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

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

**5.1** ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to

adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7**

herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

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

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

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

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

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

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

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

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will

affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

**11.1 Ownership of Documents**. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at

any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

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

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

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

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

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

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

**16.1 Confidential Information**. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

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

**16.2 Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The

**Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

**17.3 Warranties.**

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

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

practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

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

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

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

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

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

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

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the

development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

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

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

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

**ARTICLE 23. Non-collusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this

Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| **OWNER** | **ENGINEER** |
|---|---|
| Hidalgo County | **L & G Consulting Engineers, Inc.** d/b/a |
| 302 W. University Drive | **L&G Engineering** |
| Edinburg, Texas 78539 | 2100 West Expwy 83 |
| | Mercedes, Texas 78570 |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

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

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

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

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

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

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

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2018.

**ENGINEER:**
**L & G CONSULTING ENGINEERS INC.**
d/b/a **L & G ENGINEERING**

**BY:** _____
Jacinto Garza, P.E./President

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Ramon Garcia, County Judge

**ATTEST:** _____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED BY COMMISSIONERS' COURT ON: 7/31/18

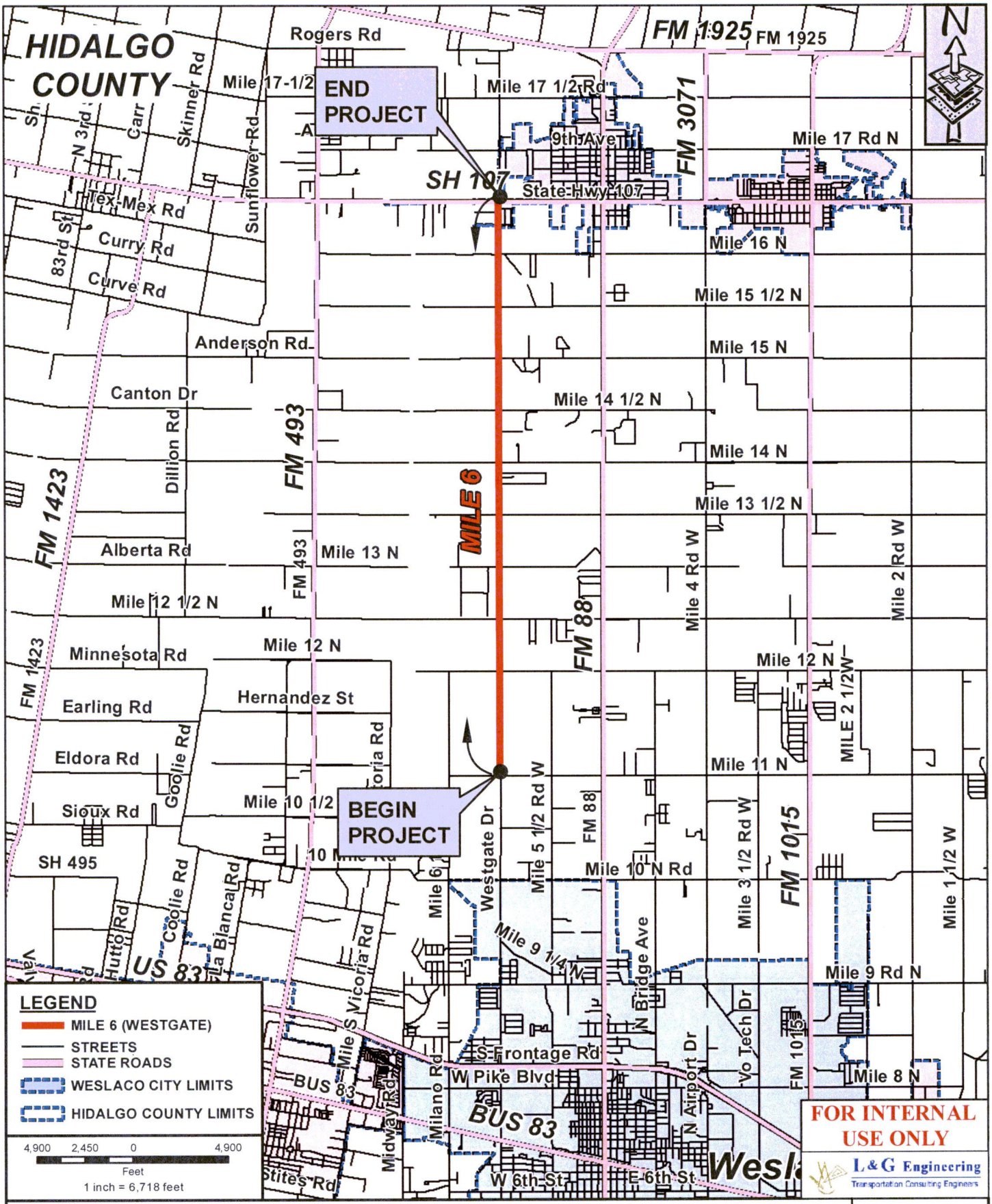
*Approved by Commissioners' Court on:* July 31, *2018*

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

By: _____

**ATTACHMENTS:**

**LOCATION MAP**
**EXHIBIT A** – Scope of Services to be provided by the Owner
**EXHIBIT B** – Scope of Services to be provided by the Engineer
**EXHIBIT C** – Work Schedule
**EXHIBIT D** – Contract Rates
**EXHIBIT D-1** – Estimated Project Fee Schedule
**EXHIBIT E** – Sample Work Authorization Form
**EXHIBIT F** – Sample Supplemental Agreement Form
**EXHIBIT G** – Certificate of Insurance (*Hidalgo County)*




# MILE 6 (WESTGATE DRIVE) LOCATION MAP

FROM MILE 11 TO SH 107

APPROX. TOTAL PROJECT LENGTH 5.5 MILES

WESLACO

THE COUNTY OF HIDALGO TEXAS

# EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

February 1, 2018

**RE: ADDENDUM NO. 2**
**FOR RFQ: 2018-008-01-24-LHS**
**"Professional Engineering Services Pool"-**
**Hidalgo County**

Participating Firms:

Attached you will find **ADDENDUM NO. 2**, in connection with Hidalgo County's Request for Qualifications for "**Professional Engineering Services Pool**".

Please add this **ADDENDUM NO. 2** to your submitted packet so as to permit your firm/company to submit a complete packet. See original RFQ packet LEGAL NOTICE page 3 paragraph 9.

***Acknowledge receipt*** *of* ***ADDENDUM NO. 2*** *by signing and returning this notice via email to leticia.saenz@co.hidalgo.tx.us and/or submitting this form with your qualifications submittal.*

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately to (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your packet for Hidalgo County's "**Professional Engineering Services Pool**".

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB/Purchasing Agent
(or)
Dina Trevino, Assistant Purchasing Agent
Hidalgo County Purchasing Department

Enclosures
MLS/DT/*lhs*

# ADDENDUM NO. 2

**January 31, 2018**

**"PROFESSIONAL ENGINEERING SERVICES POOL"**

**Hidalgo County**

**RFQ NO.: 2018-008-01-24-LHS**

## PLEASE NOTE CHANGES AS FOLLOWS:

1. **QUALIFICATION SUBMITTAL DATE HAS CHANGED:**

Responses/Qualifications will be received and opened on:

**WEDNESDAY, FEBRUARY 14, 2018 at 9:30 A.M.**

2. **PLEASE REPLACE PARAGRAPH # 1 in "EXHBIIT A REQUIREMENTS", PAGE 8, under "STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCAL" with the following paragraph:**

Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of *"Engineering Services"* will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications. *Pursuant to Tex. Govt. Code sec. 2254, the services will be selected on the basis of demonstrated qualifications and competence. In the event of a tie score, the statements of qualifications shall be returned to the evaluators for re-evaluation and scoring to determine the most highly qualified provider Firms are reminded that throughout this process strict adherence to the ethical standards regarding communication with the County, including evaluators, as described in this RFQ's Legal Notice, is required.*

I acknowledge receipt of ***ADDENDUM NO. 2*** dated, February 1, 2018, for ***RFQ-PROFESSIONAL ENGINEERING SERVICES POOL - HIDALGO COUNTY.***

BY: _____

Signature

Print Name: _____

Firm/Company

Name: _____

Date: _____

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

January 23, 2018

**RE: ADDENDUM NO.1**
**FOR RFQ: 2018-008-01-24-LHS**
**"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"**
**Hidalgo County**

Dear Ladies and Gentlemen:

Attached, you will find **ADDENDUM NO. 1**, in connection to the Hidalgo County's request for qualifications/proposals for the "**Professional Engineering Service Pool**".

Please add this **ADDENDUM NO. 1** to your submitted RFQ packet, so, as to permit your company/firm to submit a complete packet. See original RFQ packet **LEGAL NOTICE page 3 paragraph 9**.

***Acknowledge Receipt*** *of* ***ADDENDUM NO. 1*** *by signing and returning this notice via email to leticia.saenz@co.hidalgo.tx.us and submit original with your Request for Qualifications packet.*

If you do not receive all pages of **ADDENDUM NO. 1**, please notify us immediately at (956)-318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your packet for the Hidalgo County's "**Professional Engineering Service Pool**".

Thank you for your prompt attention to this matter.

Martha A. Salazar

Martha L. Salazar, CPPB/Purchasing Agent
(or)
Dina Trevino, Assistant Purchasing Agent

Enclosures
MLS-DT/*lhs*

# ADDENDUM NO. 1

**January 23, 2018**

**Hidalgo County**
**"Professional Engineering Service Pool"**
**RFQ NO.: 2018-008-01-24-LHS**

**PLEASE NOTE CHANGES AS FOLLOWS:**

**QUALIFICATION SUBMITTAL DATE HAS CHANGED:**

Responses/Qualifications will be received and opened on **Wednesday, February 07, 2018 at 9:30 am.**

I acknowledge receipt of **ADDENDUM NO. 1** dated, **January 23, 2018**, for **RFQ-"PROFESSIONAL ENGINEERING SERVICES POOL"** for **HIDALGO COUNTY.**

**By:** _____
**Authorized Signature**

**Print Name:** _____
**Company Name:** _____
**Date:** _____

*NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ RESPONSE.*

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TO: All Participating Vendors

FROM: Leticia Saenz, CPPB/Contract Manager
Hidalgo County Purchasing Department

DATE: January 17, 2018

***RE:*** ***QUESTIONS AND ANSWERS:***
***RFQ No. 2018-008-01-24-LHS - "POOL OF PROFESSIONAL ENGINEERS"*** *for* ***HIDALGO COUNTY***

---

Please see following **question and answer** for the above referenced project:

Please clarify which professional engineering services Hidalgo County is seeking for **RFQ No.: 2018-008-01-24-LHS....**

**Q:** **Is Hidalgo seeking any of the seven categories of professional engineering services as requested in Attachment B?**

**A:** **We are seeking for the qualifications of the Firm.**
**The participating Firm is to identify the services they are qualified to offer the County of Hidalgo.**

Thank you.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

January 08, 2018

Participant's/Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Qualifications -**"PROFESSIONAL ENGINEERING SERVICES POOL"**
**RFQ Bid No: 2018-008-01-24-LHS**

Dear Ladies / Gentlemen:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626, Ext. 4861.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs

Enclosures

PURCHASING DEPARTMENT
County of Hidalgo

2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
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www.co.hidalgo.tx.us/purchasing

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# HIDALGO COUNTY
# "PROFESSIONAL ENGINEERING SERVICES POOL"
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| 2. | Request for Qualifications, Table of Contents | 1 |
| 3. | Request for Qualifications, Legal Notice | 10 |
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| 7. | Exhibit D, (CIQ) Conflict of Interest Questionnaire ( file - only if applicable) | 2 |
| 8. | Exhibit E, Vendor/Bidder Application and W-9 form(s) | 6 |
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| 10. | Exhibit G, Title VI Appendices "A" through "E" | 6 |
| 11. | Exhibit H, Proposers Affidavit | 1 |
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The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

January 08, 2018
Date

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY
(Including all funding sources, programs, and entities)

**"PROFESSIONAL ENGINEERING SERVICES POOL"**

**RFQ NO: 2018-008-01-24-LHS**

Acceptance Due Date: **January 24, 2018**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contact Information:

Leticia H. Saenz, CPPB / Contract Manager
(956) 318-2626 Ext. 4861
Leticia.saenz@co.hidlago.tx.us

Form HCPD-04

1. Sealed qualifications will be received for **"HIDALGO COUNTY (INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES) "PROFESSIONAL ENGINEERING SERVICES POOL"** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ 2018-008-01-24-YSS HIDALGO COUNTY (Including all funding sources, programs, and entities) "PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281- Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANAURY 24, 2018.**

   **NO FACSIMILES EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. Legal Notice (See page 10);
   2. Areas of Specializations(Attachment "B" – Procurement Form)
   3. Insurance pages with Acknowledgment Forms (See Exhibit "C");
   4. Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");
   5. Vendor Bidder Application & W-9 forms (See Exhibit "E");
   6. Certification Regarding Debarment (See Exhibit "F");
   7. Proposer's Affidavit (See Exhibit "H")
   8. SAMS.gov Registration Acknowledgement (See Number 17 below).

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question.

   In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself

with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 2017-008-01-24-LHS - Hidalgo County (Including all funding sources, programs, and entities) "PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 24, 2018** |
| Award of Contract: | 2018 |
| Commence Work or Deliver Products: | 2018 |

**16. HIDALGO COUNTY HOLIDAYS**

| **2018 YEAR** | |
|---|---|
| **New Year's Day** | **01/01/2018** |
| **Martin Luther King Day** | **01/15/2018** |
| **President's Day** | **02/19/2018** |
| **Good Friday** | **03/30/2018** |
| **Memorial Day** | **05/28/2018** |
| **Independence Day** | **07/04/2018** |
| **Labor Day** | **09/03/2018** |
| **Columbus Day** | **10/08/2018** |
| **Veteran's Day** | **11/12/2018** |
| **Thanksgiving Day** | **11/22-23/2018** |
| **Christmas Day** | **12/24-25/2018** |
| **New Year's Eve** | **12/31/2018** |

17. ~~**BID OR PERFORMANCE BOND**~~ **AND DEBARMENT CERTIFICATION;** ~~**PAYMENT UNDER CONTRACT:**~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Register at SAMs System for Award Management @ www.sam.gov.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. **TITLE VI NOTICE/ NONDISCRIMATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

**19. ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the

  County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  **ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**20. DISCLOSURE OF CONFLICT OF INTEREST**

**Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the**

17. ~~**BID OR PERFORMANCE BOND**~~ **AND DEBARMENT CERTIFICATION;** ~~**PAYMENT UNDER CONTRACT:**~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Register at SAMs System for Award Management @ www.sam.gov.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. **TITLE VI NOTICE/ NONDISCRIMATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**25.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with Countys' civil service system.

**26.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**27.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**28.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

**29.** Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting

specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

**30.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**31.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**32.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**33.** Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
For
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**"PROFESSIONAL ENGINEERING SERVICES POOL"**
**RFQ NO: 2018-008-01-24-LHS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"
# REQUIREMENTS

# HIDALGO COUNTY
(Including all funding sources, programs, and entities)
# REQUEST FOR QUALIFICATIONS (RFQ)

## "PROFESSIONAL ENGINEERING SERVICES POOL"

**RFQ No.: 2018-008-01-24-LHS**

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **March 16, 2018 and ending March 15, 2019**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICE POOL" RFQ No: 2018-008-01-24-LHS** "Request For Qualifications" as specified herein. Statement of Qualifications will be accepted until **9:30 A.M., Wednesday, January 24, 2018. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

# SECTION I

## GENERAL TERMS AND CONDITIONS

**RFQ DOCUMENT SUBMITTALS/DELIVERY**:

**A total of One (1) original, three (3) copies, and eight (8) CD's in PDF Format** of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No.: 2018-008-01-24-LHS, "PROFESSIONAL ENGINEERING SERVICES POOL" Opening Date of February 01, 2017 and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

**US Postal Mail Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit "D"**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 – Hidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "H") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify, in writing, the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:**
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department via **e-mail to leticia.saenz@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 16, 2018 at 5:00 p.m. Responses will be sent to all applicants by Thursday, January 18, 2018. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT (if applicable):**
All selected and awarded firms are required, if applicable, to adhere to the Davis-Bacon Act.

# SECTION II
## RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondents understanding of the projects needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects

- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

**SCOPE OF SERVICES:**
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

**B.**

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications

- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

**ENGINEERING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

# SECTION III
## SELECTION/EVALUATION

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, and reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the Scope of Services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   The statement of qualifications shall include the following:
   - demonstration an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   **Responsiveness to RFQ:**
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ

   **Minimum Qualifications**
   *The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other Governmental Agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **The RFQ must address the

proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**Minimum Qualifications**

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

**Preferred Qualifications**

Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

## STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

## NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

# EVALUATION CRITERIA
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2018-008-01-24-LHS

## EXHIBIT "B"

| Selection Criteria | Points | Score |
|---|---|---|
| **1. Professional Qualifications of Project Team** (20 pts maximum) | | |
| ➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract) | 10 | |
| ➢ Provides information on proposed professional Team qualifications to perform various types of contracts | 5 | |
| ➢ Team members identified in the organizational chart. | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **2. Experience of Project Team/Ability to Commit Resources** (25 pts maximum) | | |
| ➢ Designate engineering staff members in an appendix form | 5 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ Experience of engineering staff to completely and efficiently perform the work. | 10 | |
| ➢ | | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **3. Methodology/Experience/Availability of Project Manager** (20 pts maximum) | | |
| ➢ Firm's approach to the methodology and management to the scope of services for the project(s). | 5 | |
| ➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix | 5 | |
| ➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project | 10 | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **4. Understanding of Project/Similar Projects** (25 pts maximum) | | |
| ➢ Demonstrate and understanding of the scope of services | 5 | |
| ➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ. | 5 | |
| ➢ Reference Information including contact persons and telephone numbers. | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **5. Familiarity with Applicable Rules and Regulations** (10 pts maximum) | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| **Total Score** | | |

Firms Name: _____

Project Name: _____

Evaluator/Department: _____ Date: _____

**PROCUREMENT FORM**
**ATTACHMENT B**

**HIDALGO COUNTY**
**PROFESSIONAL ENGINEERING SERVICES POOL**
**RFQ NO: 2018-008-01-24-LHS**

| | |
|---|---|
| Name and Address of Firm: | |
| Principals of Firm and Titles: | |
| Firm's Registration No.: | |

Area of Specialization:

| | | | |
|---|---|---|---|
| | Civil Engineering | | Electrical Engineering |
| | Structural Engineering | | Highway Engineering |
| | MEP Engineering (Mechanical/Electrical/Plumbing) | | |
| | Mechanical Engineering | | |
| | Environmental Engineering | | |
| | | | |
| | | | |

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

# EXHIBIT C

## Insurance Requirements
## Professional Services
### (i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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

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

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

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

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

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

**COVERAGES**

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

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

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

**Company Name:** **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**

| | | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

***What type of product(s) is/are solicited by your company?:***

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

***Date Forwarded Information to Auditor's Office:***_____***Entry Date:*** _____ ***Vendor No.:***

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

or

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| **Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶ |
|---|---|---|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** *If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- *In the case of a disregarded entity with a U.S. owner, the U.S. owner of the* disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. *The article number (or location) in the tax treaty that contains the saving* clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. *The IRS tells the requester that you furnished an incorrect TIN,*

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

***Criminal penalty for falsifying information.*** *Willfully falsifying certifications or* affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

***Note. ITIN applicant:*** *Enter your individual name as it was entered on your Form* W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

***Enter your TIN in the appropriate box.*** *If you are a resident alien and you do not* have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Certification
## Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "G"

# APPENDICES

## APPENDIX A

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

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

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

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

## APPENDIX C

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

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

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

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

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

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

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

## APPENDIX D

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

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

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

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

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

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

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

# EXHIBIT "H"
# PROPOSER'S AFFIDAVIT

## PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires: _____, 20_____.

# HIDALGO COUNTY
(Including all funding sources, programs, and entities)
## REQUEST FOR QUALIFICATIONS

## "PROFESSIONAL ENGINEERING SERVCIES POOL"
## RFQ No.: 2018-008-01-24-LHS

# RFQ SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFQ response.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ 10 Page Legal Notice

_____ Attachment B

_____ Exhibit "C" - Insurance & Project Acknowledgement forms

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and 8 CD's in PDF format (see number 2 of Legal Notice).

# EXHIBIT "A"

## Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

# 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

CONTROL: _____

PROJECT/DESCRIPTION: PROFESSIONAL ENGINEERING SERVICES

LENGTH: 5.5 Miles

HIGHWAY: Mile 6

LIMITS: FROM MILE 11 TO SH 107

**PROJECT CLASSIFICATION**

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

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

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation and/or City of _____.

COUNTY shall mean _____County.

CITY shall mean the City of _____.

LPA shall mean _____.

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

## SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING

(Function Code 102)

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

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

## SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

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

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

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

(Function Code 120)

Services Provided By:

ENGINEER CITY/COUNTY

1. Environmental Reports

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

   a. Environmental Assessments

   ___ ___ (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.

   ___ ___ (2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.

   ___ ___ (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.

   b. Environmental Impact Statement

   ___ ___ (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.

   ___ ___ (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement

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

   ___ ___ a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.

   ___ ___ b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

   ___ ___ c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.

3. Technical Reports

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

   ___ ___ a. Air Quality Analysis

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

   ___ ___ b. Biological Technical Report

   A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.

   c. Cultural Resources

   Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

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

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

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

## SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

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

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

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

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

**3. WORK TO BE PERFORMED:**

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

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

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

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

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

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

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

| Services Provided By: SURVEYOR | CITY/COUNTY |
|---|---|
| ___ | ___ |

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

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By:
SURVEYOR CITY/COUNTY

___ ___

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

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By:
SURVEYOR CITY/COUNTY

___ ___

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

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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

Services Provided By:
SURVEYOR CITY/COUNTY

**4. DELIVERABLES:**

In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):

___ ___ 4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.

___ ___ 4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.

ROW Map Submittal Requirements:

4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")

4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")

4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*

4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.

IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:

4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision

4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision

4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*

4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and

4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.

___ ___ 4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.

___ ___ 4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.

___ ___ 4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.

___ ___ 4.6. Records used to establish ownership.

___ ___ 4.7. ROW and parcel filed notes signed and sealed by a RPLS.

___ ___ 4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.

___ ___ 4.9. Items indicated under the Automation Requirements Section 6.

___ ___ 4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR CITY/COUNTY

**5. GENERAL REQUIREMENTS:**

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

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

**6. AUTOMATION REQUIREMENTS:**

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

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

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

Services Provided By:
SURVEYOR CITY/COUNTY

**7. GENERAL SPECIFICATIONS:**

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

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

**8. ADHERENCE TO STANDARDS:**

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

SAMPLES ATTACHED FC 130:

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

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

**ROW MAP CHECKLIST**

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

***(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.***

**MAP:**

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

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

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

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

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

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

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

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

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

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

**PARCEL SKETCH:**

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

**TRAVERSE SHEET**

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

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

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

## SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

**DESIGN AND CONSTRUCTION SURVEYS:**

**PURPOSE:**

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

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

**DEFINITIONS:**

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

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

**1. Design Surveying**

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

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

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By:
SURVEYOR CITY/COUNTY

___ ___

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

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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

| Services Provided By: SURVEYOR | CITY/COUNTY | |
|---|---|---|
| ___ | ___ | (11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified. |
| | | (12) Driveways and Turnouts |
| | | (a) Inventory commercial entrances, public roads and side streets separately. |
| | | (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. |
| | | (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. |
| | | (d) Obtain width at R.O.W. line. |
| | | (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| ___ | ___ | (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map) |
| ___ | ___ | (14) Soil core hole staking at bridge class structures. |
| ___ | ___ | (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc. |
| ___ | ___ | (16) Profiles of existing drainage facilities. |
| ___ | ___ | (17) Measurement of hydraulic opening under existing bridges. |
| ___ | ___ | (18) Obtain elevations of manholes and valves of utilities |
| ___ | ___ | (19) Provide temporary signs, traffic control, flags, safety equipment, etc. |
| ___ | ___ | (20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction. |
| ___ | ___ | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| ___ | ___ | (22) Inventory signs, mailboxes, and driveways |
| ___ | ___ | (23) Locate wetlands. |
| ___ | ___ | (24) Locate existing right-of-ways. |

d. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

| | | |
|---|---|---|
| ___ | ___ | (1) Stake existing and/or proposed right-of-ways. |
| ___ | ___ | (2) Stake existing and/or proposed baseline/centerline. |
| ___ | ___ | (3) Stake proposed bridge structures. |
| ___ | ___ | (4) Stake proposed drainage structures, such as manholes, culverts, etc. |
| ___ | ___ | (5) Set grade stakes. |
| ___ | ___ | (6) Recover and check existing control points. |
| ___ | ___ | (7) Establish additional control points. |
| ___ | ___ | (8) Check elevations and locations of structures. |
| ___ | ___ | (9) Determine and resolve conflicts associated with survey data. |

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

Services Provided By:
SURVEYOR CITY/COUNTY

**2. Photogrammetric Products**

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

**3. UTILITY SUBSURFACE INVESTIGATION:**

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

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

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

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

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

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

**4. DELIVERABLES:**

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

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

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

**5. GENERAL REQUIREMENTS:**

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

**5. AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

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

## ADDITIONAL RESPONSIBILITIES

**A. TRAFFIC CONTROL:**

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

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

**B. INVOICING:**

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

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

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

**D. MEETINGS:**

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

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

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

**F. OFFICE LOCATION:**

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

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

## SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

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

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

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

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

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| | | 5. Pavement Design *(continued)* |
| | | c. Embankment and Subgrade *(continued)* |
| ___ | ___ | (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| ___ | ___ | d. Traffic Data for Pavement Design by STATE |
| ___ | ___ | 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 TxDOT. |

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

## SECTION 8 - DRAINAGE

(Function Code 161)

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|

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

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

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

## SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| ___ | ___ | 1. Signing and Markings Layout<br>a. Requirements (Separate Layout)<br>(1) Roadway layout<br>(2) Center line with station numbering<br>(3) ROW lines<br>(4) Culverts and other structures that present a hazard to traffic<br>(5) Location of utilities, if not shown on plan and profile<br>(6) Existing signs to remain, to be removed, to be relocated<br>(7) Proposed signs (illustrated and numbered)<br>(8) Existing overhead sign bridges to remain, to be revised, removed or relocated<br>(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)<br>(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation<br>(12) Quantities of existing pavement markings to be removed<br>(13) Proposed delineators and object markers<br><br>b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:<br>(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes<br>(4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)<br>(5) Tentative ROW limits<br>(6) Direction of traffic flow on all roadways<br>(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| ___ | ___ | 2. Summary of Small Signs Tabulation |
| ___ | ___ | 3. Summary of Large Signs Tabulation including all Guide Signs |
| ___ | ___ | 4. Sign Detail Sheets<br>a. All signs except route markers<br>b. Design details for large guide signs<br>c. Dimensions of letters, shields, borders, corner radii etc.<br>d. Designation of shields attached to guide signs<br>e. Designation of arrow used on exit direction signs |

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

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

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

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

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

## SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

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

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| ___ | ___ | 2. Traffic Control Plan, Detours and Sequence of Construction<br>Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:<br>a. The sequence of construction and method of handling traffic during each phase.<br>b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.<br>c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.<br>d. Where detours are provided, typical cross sections shall be shown.<br>e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed. |
| | | 3. Illumination |
| ___ | ___ | a. Preliminary Roadway Illumination Layout and Circuit Layout<br>(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:<br>(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes<br>(d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)<br>(e) Tentative ROW limits<br>(f) Direction of traffic flow on all roadways<br>(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| ___ | ___ | b. Final Roadway Illumination and Electrical Circuit Layouts<br>(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.<br>(2) Center line with station numbering.<br>(3) ROW lines.<br>(4) Symbol legend. Use department standard symbols for lighting and electrical.<br>(5) Culverts and other structures that present a hazard to traffic.<br>(6) Location of underground utilities, if not shown on plan profile.<br>(7) Location of overhead electrical lines, both crossing and parallel to ROW.<br>(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.<br>(9) Existing service poles, electrical circuits, ground boxes, etc.<br>(10) Contact electric utility for service pole locations, voltage characteristics.<br>(11) Location of proposed sign lighting circuits and roadway illumination.<br>(12) Proposed electrical circuits.<br>(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities. |

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

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

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

## SECTION 11 - BRIDGE DESIGN

(Function Code 170)

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

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

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

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

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| ___ | ___ | 2. Preparation of Bridge Layouts (each bridge) |

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

| Services Provided By: ENGINEER | CITY/COUNTY |
|---|---|

2. Preparation of Bridge Layouts (each bridge) *(continued)*
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
        - Railroad Companies
        - FHWA
        - U.S. Army Corps of Engineers
        - U.S. Coast Guard
        - Bureau of Reclamation
        - Texas Parks and Wildlife
        - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER CITY/COUNTY

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

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

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

## SECTION 12 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Services Provided By:
ENGINEER CITY/COUNTY

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

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

**Construction Bidding:**

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

**Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

**Miscellaneous Technical Activities:**

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

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

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

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

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

**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 (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(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 13 - FC 600* – ACQUISITION PROVIDER SERVICES
## (for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| | | **1) PROJECT ADMINISTRATION** |
| ___ | ___ | a) Negotiation of Scope of Services for Work Authorization |
| | | i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| ___ | ___ | b) Project Presence at L&G Consultant Office Headquarters |
| | | i) Full Project Office |
| | | (1) No Joint Use of COUNTY or TxDOT facilities |
| | | (2) Open during normal COUNTY and State work hours |
| | | (3) Personnel available to answer questions |
| | | (4) Availability of Project Files |
| | | (5) At least one office staff member is required to be a current commissioned notary public. |
| ___ | ___ | c) Overhead Costs |
| | | i) Administrative costs |
| ___ | ___ | d) Communication |
| | | i) Provide monthly progress reports with invoice. |
| | | ii) Participate in project review meetings as determined by the COUNTY. |
| | | iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. |
| | | iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel. |
| ___ | ___ | e) File Management |
| | | i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. |
| | | ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. |
| | | iii) Maintain records of all payments including check number, amount, and date paid, etc. |
| | | iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. |
| | | v) Maintain copies of all correspondence and contacts with property owners. |
| | | **2) TITLE SERVICES** |
| ___ | ___ | a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item. |
| ___ | ___ | b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item. |
| ___ | ___ | c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception. |

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

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| | | **3) APPRAISAL** |
| ___ | ___ | a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| ___ | ___ | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| ___ | ___ | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| ___ | ___ | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file. |
| ___ | ___ | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| ___ | ___ | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| ___ | ___ | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| ___ | ___ | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| ___ | ___ | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **4) APPRAISAL REVIEW** |
| ___ | ___ | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| ___ | ___ | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| ___ | ___ | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **5) APPRAISAL UPDATES** |
| ___ | ___ | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT. |
| ___ | ___ | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT. |
| ___ | ___ | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| ___ | ___ | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
| | | **6) NEGOTIATION, TASKS AND FEES** |
| ___ | ___ | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel. |
| ___ | ___ | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| ___ | ___ | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms. |
| ___ | ___ | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| ___ | ___ | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| ___ | ___ | f) Respond to property owner inquiries verbally and in writing within two business days. |
| ___ | ___ | g) Prepare a separate negotiator contact report for each parcel per contact. |

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| ___ | ___ | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| ___ | ___ | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| ___ | ___ | j) Prepare final offer letter, documents of conveyance as necessary. |
| ___ | ___ | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| ___ | ___ | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| ___ | ___ | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| ___ | ___ | n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | **7) CLOSING SERVICE FEES** |
| ___ | ___ | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| ___ | ___ | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| ___ | ___ | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |
| | | **8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).** |
| ___ | ___ | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| ___ | ___ | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| ___ | ___ | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | **9) CONDEMNATION SUPPORT** |
| ___ | ___ | a) Pre-Hearing Support<br>i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.<br>ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable.<br>iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined. |

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

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

Services Provided By:
ENGINEER CITY/COUNTY

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

**10) COMPENSABLE UTILITIES**

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

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

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

| Services Provided By: ENGINEER | CITY/COUNTY | |
|---|---|---|
| | | **11) PAYMENT SCHEDULE** |
| ___ | ___ | a) Project Administration |
| | | i) Payment and Milestones |
| | | (a) Full Project Office |
| | | (1) Lump Sum Basis (assume 1 year project presence) |
| | | (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. |
| | | (3) Remainder paid out in equal monthly installments of 15% starting the following month. |
| | | (4) Monthly billing to COUNTY OF HIDALGO will be required. |
| | | b) Title Services |
| | | ii) Payment |
| | | (a) Per Parcel basis. |
| | | iii) Milestones |
| | | (a) 100% upon securing initial title commitment. |
| | | c) Appraisal Services |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% paid upon delivery of complete and acceptable appraisal report |
| | | d) Appraisal Review |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% upon submission of ROW-A-10 |
| | | e) Appraisal Update |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% upon delivery of complete and acceptable appraisal update. |
| | | f) Negotiation, Task, and Fees |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 80% upon presentation of initial offer. |
| | | (b) 20% upon successful negotiation and all instruments are recorded. |
| | | g) Closing Service Fees |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% upon recordation of instrument of conveyance. |
| | | h) Relocation Assistance |
| | | i) Payment |
| | | (a) Per Relocation |
| | | ii) Milestones |
| | | (a) 100% upon issuance of 90-day vacancy letter. |
| | | i) Compensable Utilities |
| | | i) Payment |
| | | (a) By percent complete |

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

## ADDITIONAL RESONSIBILITIES

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

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

**Coordination of Utilities**

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

**Meetings**

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

**Specifications, Special Provisions, Special Specifications**

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

**Project Manager/Engineer Communication**

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

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

**Design Responsibilities**

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

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

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

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

**Document and Information Exchange**

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

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

Two copies of the documentation shall be provided to the 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:

| Service | Office Location |
|---|---|
| PS&E | Mission Office |
| Schematic | Mission Office |
| Environmental Document | Mercedes Office |

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

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

## APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

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

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

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

## APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

## APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

## APPENDIX C - GENERAL PLAN CHECKLIST

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

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

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

**Miscellaneous**

| | | |
|---|---|---|
| ___ | ___ | Conduit Requirements |
| ___ | ___ | Traffic signal Requirements |

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

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

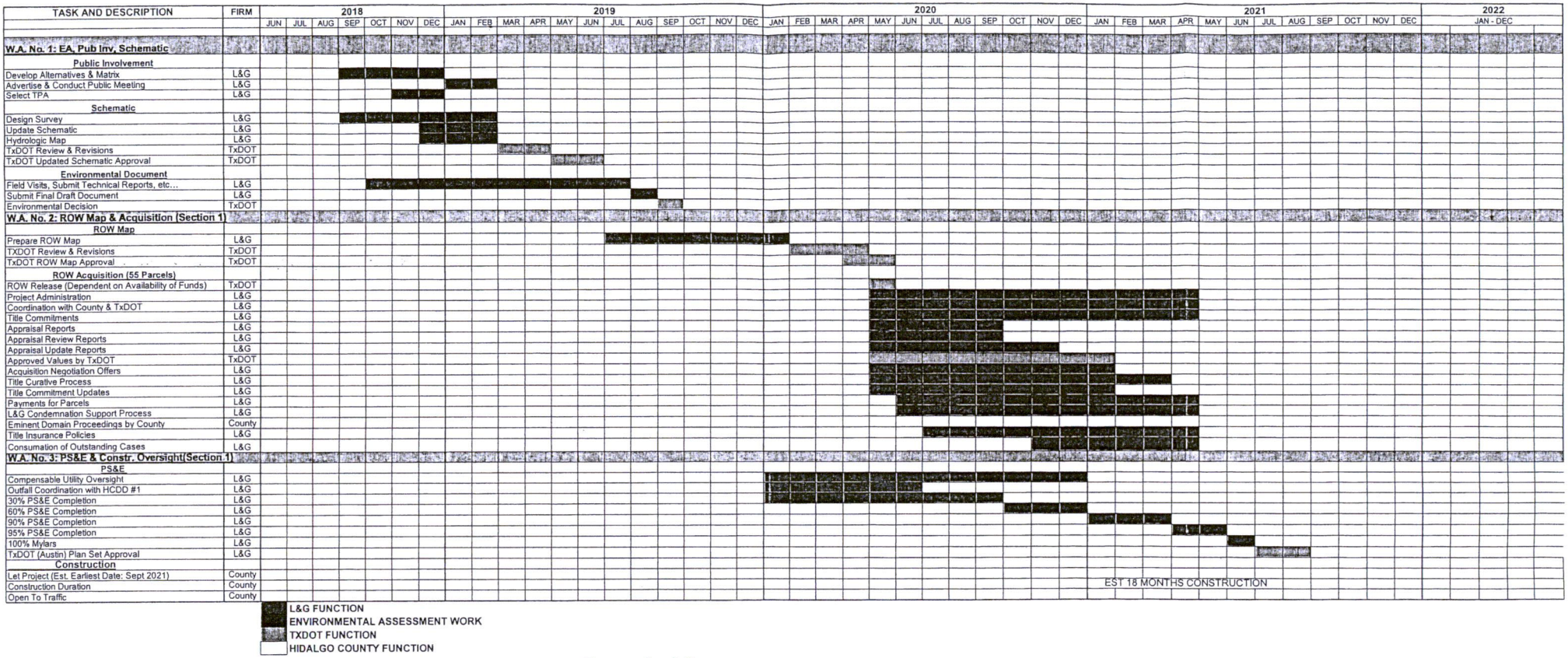
## APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

| Services Provided By: ENGINEER | CITY/COUNTY | **Summaries** | **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)** |
|---|---|---|---|
| ___ | ___ | | Earthwork (Roadway & Channel) & Channel Details |
| ___ | ___ | | Culverts |
| ___ | ___ | | Detours |
| ___ | ___ | | Seeding or Mulch Sod - Quantity Only |
| ___ | ___ | | Inlet & Manholes |
| ___ | ___ | | Sidewalks |
| ___ | ___ | | Construction Pavement Markings |
| ___ | ___ | | Driveways |
| ___ | ___ | | Concrete Median |
| ___ | ___ | | Storm Sewers |
| ___ | ___ | | Head Walls & Safety End Treatments |
| ___ | ___ | | Curb Openings |
| ___ | ___ | | Manholes |
| ___ | ___ | | Chain Link Fence, Remove & Replace Chain Link Fence |
| ___ | ___ | | Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer |

Client: Hidalgo County Precinct 1

# PROJECT DEVELOPMENT SCHEDULE
# MILE 6W
# (FROM MILE 11 TO SH 107)

EXHIBIT C



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Client: Hidalgo County Precinct 1

# PROJECT DEVELOPMENT SCHEDULE
## MILE 6W
## (FROM MILE 11 to SH 107)

EXHIBIT C

| TASK AND DESCRIPTION | FIRM | 2020 | | | | | | | | | | | | 2021 | | | | | | | | | | | | 2022 | | | | | | | | | | | | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN - DEC |
| **W.A. No. 4: ROW Map & Acquisition (Section 2)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Map** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare ROW Map | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TXDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT ROW Map Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Acquisition (109 Parcels)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Release (Dependent on Availability of Funds) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administration | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coordination with County & TxDOT | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitments | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Update Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approved Values by TxDOT | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition Negotiation Offers | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Curative Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitment Updates | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Payments for Parcels | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L&G Condemnation Support Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain Proceedings by County | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Insurance Policies | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Consumation of Outstanding Cases | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **W.A. No. 5: PS&E & Constr Oversight(Section 2)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **PS&E** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compensable Utility Oversight | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outfall Coordination with HCDD #1 | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 95% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100% Mylars | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT (Austin) Plan Set Approval | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Construction** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date: Sept 2022) | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Construction Duration | County | | | | | | | | | | | | | | | | | | | | | | | | | EST 18 MONTHS CONSTRUCTION | | | | | | | | | | | | |
| Open To Traffic | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



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# EXHIBIT "D"
# CONTRACT RATES

L&G Consulting Engineers, Inc.

| | Audited Overhead Rate FY 2016 | |
|---|---|---|
| **Labor/Staff Classification** | **Hourly Base Rate** | **Contract Rate FY 18** |
| Senior Project Manager | $ 74.00 | $ 215.34 |
| Engineer - Senior Engineer | $ 62.00 | $ 180.42 |
| Geotechnical Engineer | $ 60.00 | $ 174.60 |
| Senior Environmental Scientist / Specialist | $ 59.00 | $ 171.69 |
| Engineer - Project Engineer | $ 48.00 | $ 139.68 |
| Right-of-Way Administrator | $ 68.00 | $ 197.88 |
| Senior Project Inspector | $ 31.00 | $ 90.21 |
| Senior Engineer Tech | $ 40.00 | $ 116.40 |
| Project Inspector | $ 28.00 | $ 81.48 |
| Engineering Lab Manager | $ 40.00 | $ 116.40 |
| Right-of-Way Negotiator | $ 43.00 | $ 125.13 |
| Record Keeper | $ 30.00 | $ 87.30 |
| Engineering Tech / GIS | $ 27.00 | $ 78.57 |
| Environmental Planner/Specialist | $ 29.00 | $ 84.39 |
| Admin/Clerical | $ 20.00 | $ 58.20 |
| Soil & Aggregate Technician | $ 20.00 | $ 58.20 |
| Concrete Technician | $ 20.00 | $ 58.20 |
| Asphalt Technician | $ 20.00 | $ 58.20 |

| | |
|---|---|
| Negotiated Overhead Rate: 159.67%<br>Negotiated Profit Rate: 12.00%<br>Multiplier: 2.91 | Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment. |

| **Other Direct Expenses:** | **Cost:** |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.54/mile |
| Car Rental | $75.00/day |
| 8 1/2" X 11" copies (B&W) | $.50/ea |
| 11" X 17" copies (B&W) | $.75/ea |
| 11" X 17" Mylar | $2.00/ea |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $38.00/Each |
| Air Travel | At Cost |

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L&G Consulting Engineers, Inc.

# CONTRACT RATES

## GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

### Direct Expenses

| Geotechnical Field Services | 2018 |
|---|---|
| Mobilization (Drill Rig and Crew) | $468.56/Day |
| Stand-By Time | $206.01/Hr |
| Texas Cone Penetration Test (Tex-132) | $5.89/Ea. |
| Soil Boring / Solid Stem | $32.97/Lf |
| Soil Boring / Hollow Stem | $32.97/Lf |
| Soil Boring / Mud Rotary | $32.97/Lf |
| Support Truck | $1.75/Mi. |
| Piezometer / Monitoring Well | **By Quote** |

| Soil Testing | 2018 |
|---|---|
| Moisture Content Determination - ASTM D2216/Tex-103-E | $11.20/Ea. |
| Determination of Liquid Limit of Soils - Tex-104-E | $56.38/Ea. |
| Determination of Plastic Limit of Soils - Tex-105-E | $56.62/Ea. |
| Atterberg Limits of Soils - ASTM D 4318/Tex-106-E | $84.51/Ea. |
| Bar Linear Shrinkage of Soils - Tex-107-E | $70.51/Ea. |
| Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E | $101.59/Ea. |
| Material Finer #200 Sieve - ASTM D 1140/Tex-111-E | $70.51/Ea. |
| Lime Series Testing (PI Relation) - Tex-112-E | $507.07/Ea. |
| Lime Series Testing (pH Relation) - Tex-121-E (Part III) | $549.97/Ea. |
| Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E | $225.54/Ea. |
| Standard Proctor - ASTM D 698 | $218.35/Ea. |
| Standard Proctor Soil-Cement - ASTM D 558 | $257.50/Ea. |
| Modified Proctor - ASTM D 1557 | $225.45/Ea. |
| Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E | $25.37/Ea. |
| Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A) | $87.55/Ea. |
| Determination of Soil pH - Tex-128-E | $91.66/Ea. |
| Soil-Lime Testing - Tex-121-E (Part I) | $169.15/Ea. |
| Resistivity of Soils - Tex-129-E | $102.54/Ea. |
| Sulfate Content of Soils - Tex-145-E | $91.66/Ea. |
| Texas Wet Ball Mill (Material Quality) - Tex-116-E | $246.72/Ea. |
| Triaxial Compression (Dist. Soil & Base) - Tex-117-E | $371.32/Ea. |
| Unconfined Compression-Soil - ASTM D 2166 | $52.99/Ea. |
| Uniaxial Compression-Rock - ASTM D 7012 | $56.52/Ea. |
| Consolidation Test - ASTM D 2435 | $553.27/Ea. |
| Organic Content – ASTM D 2974 (Method C) | $87.55/Ea. |
| Dispersive Charateristics of Soil (Double Hydrometer) – ASTM D4221 | $154.50/Ea. |
| Dispersive Charateristics of Soil (Crumb Test) – ASTM D6572 | $56.55/Ea. |
| Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647 | $154.50/Ea. |

| Coarse & Fine Aggregate Quality Testing | 2018 |
|---|---|
| Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F | $63.37/Ea. |
| Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F | $76.67/Ea. |
| Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A | $90.18/Ea. |
| Sieve Analysis (Additional Sieves) - All Methods | $14.12/Ea. |
| Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I) | $49.34/Ea. |
| Deleterious Material (Concrete Aggr.) - Tex-413-A | $49.34/Ea. |
| Decantation (Coarse Aggr.) - Tex-217-F (Part II) | $49.34/Ea. |
| Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A | $49.34/Ea. |
| Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A | $77.44/Ea. |
| L.A. Abrasion - ASTM C131/ Tex-410-A | $598.93/Ea. |
| Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A | $598.93/Ea. |
| SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A | $70.51/Ea. |
| Percent Voids/Solids in Conc. Aggr. - Tex-405-A | $14.06/Ea. |



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# CONTRACT RATES

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

| **Pavement Testing (Mix & Roadway) / Asphalt Quality** | **2018** |
|---|---|
| Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F | $95.48/Ea. |
| Asphalt Content - Tex-236-F | $95.48/Ea. |
| Voids in Mineral Aggr. (VMA) - Tex-207-F | $116.70/Ea. |
| Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C | $91.66/Ea. |
| Indirect Tensile Strength Test - Tex-226-F | $636.54/Ea. |
| Moisture Content (Paving Mix) - Tex-212-F (Part II) | $15.91/Ea. |
| Lab Molded Density - Tex-207-F | $84.87/Ea. |
| Hamburg Wheel Tracker - Tex-242-F | $954.81/Ea. |
| Field Coring – ACP Thickness - ASTM D 3549 | $70.51/Ea. |
| Pavement Thickness Det. (Full Depth) - ASTM D 3549 | $93.83/Ea. |
| Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F | $77.49/Ea. |
| In-Place Air Voids - Tex-207-F | $26.52/Ea. |
| Maximum Theoretical SPG (Rice Gravity) - Tex-227-F | $95.48/Ea. |
| Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F | $246.63/Ea. |
| Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV) | $42.29/Ea. |
| Segregation Profile - Tex-207-F (Part V) | $318.27/Ea. |
| Joint Density - Tex-207-F (Part VII) | $318.27/Ea. |
| Tack Coat Adhesion - Tex-243-F | $106.09/Ea. |
| Thermal Profile - Tex-244-F | $185.66/Ea. |
| Ride Quality - Tex-1001-S | **By Quote** |
| Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I | $528.41/Ea. |

| **Concrete/Masonry Field & Laboratory Testing** | **2018** |
|---|---|
| Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A | No Charge |
| Slump Test - ASTM C 143/Tex-415-A | No Charge |
| Air Content (Pressure Method) - ASTM C 231/Tex-416-A | $25.32/Ea. |
| Air Content (Volumetric) - ASTM C 173 | $28.18/Ea. |
| Casting of Concrete Cylinders - ASTM C 31/Tex-447-A | No Charge |
| Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A | $12.73/Ea. |
| Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A | $16.89/Ea. |
| Casting of Grout Prisms - ASTM C 1019 | No Charge |
| Grout Prism Prep./Cure/Comp. Strength - ASTM C 39 | $35.26/Ea. |
| Casting of Mortar Cubes - ASTM C 780 | No Charge |
| Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109 | $34.45/Ea. |
| Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140 | $246.56/Ea. |
| Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140 | $246.56/Ea. |
| ***(In Conjunction w/ Field Inspection)** | |

| **Miscellaneous Testing** | **2018** |
|---|---|
| Drilled Shaft Slurry Density - Tex-130-E (Part II) | $26.52/Ea. |
| Drilled Shaft Slurry Sand Content - Tex-130-E (Part III) | $21.22/Ea. |
| Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV) | $26.53/Ea. |

| **Engineering Review, Evaluation, Management & Administration** | **2018** |
|---|---|
| Test Report | $25.03/Ea. |



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# CONTRACT RATES

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

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

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



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# EXHIBIT "D-1"

## MILE 6 : FROM MILE 11 TO SH 107

### ESTIMATED PROJECT COSTS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ROADWAY PROJECT: ..... | MILE 6 (from Mile 11 to SH 107) | | | | | | |
| LIMITS: .....(SECTION 1)..... | from Mile 11 to Mile 13 1/2 | | | | | | |
| LIMITS: .....(SECTION 2)..... | from Mile 13 1/2 to SH 107 | | | | | | |
| EXISTING ROADWAY SECTION: ..... | 2 - Lane Rural | | | | | | |
| EXISTING ROW WIDTH: ..... | 65' to 80' Varies | | | | | | |
| PROPOSED ROADWAY SECTION: ..... | 4-Lane Divided Roadway | | | | | | |
| PROPOSED ROW WIDTH: SECTION 1 & 2..... | 104-ft | | | | | | |
| ESTIMATED COST SECTION 1 (82' URBAN ROADWAY) | $11,250,000.00 | | | | | | |
| EST CONST COST OUTFALLS ..(CLEAN 3 EXISTING OUTFALLS (1320 +2640+1320) | $1,051.85 | | OUTFALL(S) LENGTH | 1.5 | | | |
| EST CONST COST OUTFALLS ..(Outfall No. 4 New Location 2640-lf) | $586,666.67 | | (MILES) | | | | |
| EST CONST COST IRRIG STR....(1-8X8 Conc Irrigation Structure w/bypass) | $120,000.00 | | | | | | |
| SUB-TOTAL - SECTION 1 | $11,957,718.52 | | | | | | |
| ESTIMATED COST SECTION 2 (82' URBAN ROADWAY) | $13,500,000.00 | | | | | | |
| EST CONST COST OUTFALLS ..(CLEAN 5 EXISTING (1320 +1320+2640+2640+1320) | $1,785.19 | | OUTFALL(S) LENGTH | 1.75 | | | |
| EST CONST COST IRRIG STR....(2-8X8 Conc Irrigation Structure w/bypass) | $0.00 | | (MILES) | | | | |
| SUB-TOTAL - SECTION 2 | $13,501,785.19 | | | | | | |
| LENGTH FOR 4-LANE ROADWAY ...(SECTION 1)..... | 2.5 Miles | | | | | | |
| LENGTH FOR 4-LANE ROADWAY ...(SECTION 2)..... | 3.0 Miles | | | | | | |

| *ESTIMATED PROJECT COSTS* | *ESTIMATED % LOCAL COST* | *ESTIMATED % COMPLETE WORK TO DATE* | *TOTAL ESTIMATED PROJECT COST* | *ESTIMATED COST TO COMPLETE PROJECT* | *HCMPO FUNDING* | *FUNDING YEAR* |
|---|---|---|---|---|---|---|
| ***(SECTION I & II) (PROP 68' RURAL ROADWAY - PHASE I*** | | | | | | |
| PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC | | | | | | |
| Determ. of Local Costs vs State Cost/Feas. Study and AgrmL/ AFA w/ TxDOT/LPA coord. Etc | 100% | 100% | $ - | $ - | | |
| Environmental Document with TxDOT | 100% | 100% | $ - | $ - | | |
| Public Involvement for the project with stakeholders and 1 Public Meeting | 100% | 100% | $ - | $ - | | |
| Archeological and Historical Research | 100% | 100% | $ - | $ - | | |
| Engineering Technical Support at Public Mtgs with Layouts etc | 100% | 100% | $ - | $ - | | |
| Schematic for Roadway & siphons | 100% | 100% | $ - | $ - | | |
| Traffic Signal Warrants (6 Locations) | 100% | 100% | $ - | $ - | | |
| Hydrological Map for Outfall Drain Ditches outfalls & capacities | 100% | 100% | $ - | $ - | | |
| Office Surveys for Schem. (Prel. Owner Ident. and Comp. Property Rights) RDWY & Outfalls | 100% | 100% | $ - | $ - | | |
| Update Schem. based on comments as provide by TxDOT/FHWA and EA update w/ FHWA | 100% | 100% | $ - | $ - | | |
| Engineering Technical Support to address Public Hearing with Layouts etc | 100% | 100% | $ - | $ - | | |
| Either address the Public or hold 1 Public Hearing | 100% | 100% | $ - | $ - | | |
| SUB-TOTAL (PAID TO TEDSI) | | | $ - | $ - | | |
| ***WORK AUTHORIZATION NO.1*** | | | | | | |
| ***(SECTION I & II) (PROP 82' F-F ROADWAY)*** | | | | | | |
| PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC | | | | | | |
| Determ. of Local Costs vs State Cost/Feas. Study and AgrmL/ AFA w/ TxDOT/LPA coord. Etc | 100% | 0% | $ 30,000.00 | $ 30,000.00 | | |
| Re-Evaluation of Environmental Document with TxDOT (new intersections and (9) outfalls | 100% | 0% | $ 86,400.00 | $ 86,400.00 | | |
| Public Involvement for the project with stakeholders (affected Owners) and NO Public Meeting | 100% | 0% | $ 43,200.00 | $ 43,200.00 | | |
| Archeological and Historical Research | 100% | 0% | $ 37,500.00 | $ 37,500.00 | | |
| Engineering Technical Support for limited public Involment | 100% | 0% | $ 36,000.00 | $ 36,000.00 | | |
| Schematic for Roadway | 100% | 0% | $ 180,000.00 | $ 180,000.00 | | |
| Schematic for (9) Outfalls | 100% | 0% | $ 180,000.00 | $ 180,000.00 | | |
| Traffic Count Projections for 20-yrs for schematics | 100% | 0% | $ 40,000.00 | $ 40,000.00 | | |
| Field Surveys for Design and Construction of Roadway and 9 Outfalls | 100% | 0% | $ 455,000.00 | $ 455,000.00 | | |
| Sub-Surface Utility Engineering (SUE) 25 pot holes/mile (Roadway and Outfalls) | 100% | 0% | $ 218,750.00 | $ 218,750.00 | | |
| Traffic Signal Re-Warrant at SH 107 and 9 Multiway Stop Control Warrant Studies | 100% | 0% | $ 74,000.00 | $ 74,000.00 | | |
| Hydrological Map for Outfall Drain Ditches outfalls & capacities | 100% | 0% | $ 90,000.00 | $ 90,000.00 | | |
| Office Surveys for Schem. (Prel. Owner Ident. and Comp. Property Rights) RDWY & Outfalls | 100% | 0% | $ 90,000.00 | $ 90,000.00 | | |
| Update Schem. based on comments as provide by TxDOT/FHWA and EA update w/ FHWA | 100% | 0% | $ 45,000.00 | $ 45,000.00 | | |
| Engineering Technical Support to address Public Hearing with Layouts etc | 100% | 0% | $ - | $ - | | |
| Either address the Public or hold 1 Public Hearing | 100% | 0% | $ - | $ - | | |
| SUB-TOTAL (PAID TO TEDSI) | | | $ 1,605,850.00 | $ 1,605,850.00 | | |
| ***WORK AUTHORIZATION NO.2*** | | | | | | |
| Phase II - ROW MAP and Acquisition, (SECTION 1) | | | | | | |
| Complete ROW Map Roadway (Estimated 55 Parcels) | 100% | 0% | $ 231,000.00 | $ 231,000.00 | | |
| Complete ROW Map (4) Outfalls (Estimated 20 Parcels) | 100% | 0% | $ 84,000.00 | $ 84,000.00 | | |
| Right-of-Way Costs - Acq. Services - est. 55 Parcels RDWY AND 20 OUTFALL | 100% | 0% | $ 1,110,000.00 | $ 1,110,000.00 | | |
| Est. County Attorney Costs for Condemnation ($15,000 / Parcel based on 20% Total of Parcels) | 100% | 0% | $ 225,000.00 | $ 225,000.00 | | |
| Est. Compensable Utility Mngmt for Acq. of Property Rights and Compensation for Utility Adjust(s) | 100% | 0% | $ 168,000.00 | $ 168,000.00 | | |
| Est. Roadway Right-of-Way Costs (Estimated 9.84 Ac. @ $3.5/sq ft) | 20% | 0% | $ 1,509,354.00 | $ 301,870.80 | | |
| Est. OUTFALL Right-of-Way Costs (Estimated 27.3 Ac. @ $12,000/AC)) | 20% | 0% | $ 327,272.73 | $ 65,454.55 | | |
| COMPENSABLE UTILITY COSTS | 20% | 0% | $ 600,000.00 | $ 120,000.00 | | |
| Right-of-Way State Division Review and Oversight (1.2% OF ROW COSTS) | 100% | 0% | $ 29,239.52 | $ 29,239.52 | | |
| PHASE III SUB-TOTAL (SECTION 1) | | | $ 4,283,866.25 | $ 2,334,564.87 | | |
| ***WORK AUTHORIZATION NO. 3*** | | | | | | |
| Phase II - PS&E & Construction Oversight (SECTION 1) | | | | | | |
| PS&E Development Roadway (8% Engineering Fee) | 100% | 0% | $ 956,617.48 | $ 956,617.48 | | |
| PS&E Development for 4-OUTFALL (s) (one on 1/2 mile new location) (1.5 Miles) | 100% | 0% | $ 240,000.00 | $ 240,000.00 | | |
| Permanent Multiway control signs and Signals and Temporary Signal Designs | 100% | 0% | $ 30,000.00 | $ 30,000.00 | | |
| PS&E Development for Irrigation Structures ,Siphon and Irrigation Bypass | 100% | 0% | $ 180,000.00 | $ 180,000.00 | | |
| Geotechnical and Pavement Design for TxDOT | 100% | 0% | $ 90,000.00 | $ 90,000.00 | | |
| Engineering Fee to Create 1 set of Plans and Submit through TxDOT | 100% | 0% | $ 90,000.00 | $ 90,000.00 | | |
| Permitted Utilities Coordination to adjust | 100% | 0% | $ 115,200.00 | $ 115,200.00 | | |
| Eng Consultant Construction Management (24 Months) | 100% | 0% | $ 201,600.00 | $ 201,600.00 | | |
| ROADWAY CONSTRUCTION COST | 3.4% | 0% | $ 11,957,718.52 | $ 406,562.43 | | |
| TxDOT /LPA Construction Inspection (11%) | 3.4% | 0% | $ 1,315,349.04 | $ 44,721.87 | | |
| Est Direct State Costs for TXDOT Review and Oversight (Est. 15% of (PS&E + EA Document Cost) | 100% | 0% | $ 192,452.62 | $ 192,452.62 | | |
| PHASE II SUB-TOTAL (SECTION 1) | | | $ 15,368,937.66 | $ 2,547,154.40 | | |
| ***WORK AUTHORIZATION NO. 4*** | | | | | | |
| Phase III - ROW map and Acquisition (SECTION 2) | | | | | | |
| Complete ROW Map (Estimated 109 Parcels) | 100% | 0% | $ 457,800.00 | $ 457,800.00 | | |
| Complete ROW Map (5) Outfalls (Estimated 25 Parcels) | 100% | 0% | $ 105,000.00 | $ 105,000.00 | | |
| Right-of-Way Costs - Acq. Services - est. 109 RDWY & 25 OUTFALL Parcels | 100% | 0% | $ 1,983,200.00 | $ 1,983,200.00 | | |
| Est. County Attorney Costs for Condemnation ($15,000 / Parcel based on 20% Total of Parcels) | 100% | 0% | $ 402,000.00 | $ 402,000.00 | | |
| Est. Compensable Utility Mngmt for Acq. of Property Rights and Compensate for Utility Adjust(s) | 100% | 0% | $ 243,000.00 | $ 243,000.00 | | |
| Est. Roadway Right-of-Way Costs (Estimated 13.92 Ac. @ $3.5/sq ft) | 20% | 0% | $ 2,134,440.00 | $ 426,888.00 | | |
| Est. OUTFALL Right-of-Way Costs (Estimated 31.82 Ac. @ $12,000/AC)) | 20% | 0% | $ 381,818.18 | $ 76,363.64 | $ 5,000,000.00 | FY 2022 |
| COMPENSABLE UTILITY COSTS | 20% | 0% | $ 300,000.00 | $ 60,000.00 | | |
| Right-of-Way State Division Review and Oversight (1.2% OF ROW COSTS) | 100% | 0% | $ 33,795.10 | $ 33,795.10 | | |
| PHASE II SUB-TOTAL (SECTION 2) | | | $ 6,041,053.28 | $ 3,788,046.73 | | |
| ***WORK AUTHORIZATION NO. 5*** | | | | | | |
| Phase II - PS&E & Construction Oversight (SECTION 2) | | | | | | |
| PS&E Development Roadway (8% Engineering Fee) | 100% | 0% | $ 1,080,142.81 | $ 1,080,142.81 | | |
| PS&E Development for(5) OUTFALL (1.75 miles) | 100% | 0% | $ 300,000.00 | $ 300,000.00 | | |
| Permanent Multiway control signs and Signals and Temporary Signal Designs | 100% | 0% | $ 30,000.00 | $ 30,000.00 | | |
| PS&E Development for Irrigation Structures | 100% | 0% | $ 180,000.00 | $ 180,000.00 | | |
| Geotechnical and Pavement Design for TxDOT | 100% | 0% | $ 90,000.00 | $ 90,000.00 | | |
| Engineering Fee to Create 1 set of Plans and Submit through TxDOT | 100% | 0% | $ 66,000.00 | $ 66,000.00 | | |
| Permitted Utilities Coordination to adjust | 100% | 0% | $ 144,000.00 | $ 144,000.00 | | |
| Eng Consultant Construction Management (24 Months) | 100% | 0% | $ 252,000.00 | $ 252,000.00 | | |
| ROADWAY CONSTRUCTION COST | 1% | 0% | $ 13,501,785.19 | $ 135,017.85 | $ 33,701,489.00 | FY 2031 - 2035 |
| TxDOT /LPA Construction Inspection (11%) | 1% | 0% | $ 1,485,196.37 | $ 14,851.96 | $ 911,000.00 | FY 2031 - 2035 |
| Est Direct State Costs for TXDOT Review and Oversight (Est. 15% of (PS&E)Cost) | 100% | 0% | $ 207,021.42 | $ 207,021.42 | | |
| PHASE III SUB-TOTAL (SECTION 2) | | | $ 17,336,145.79 | $ 2,499,034.05 | | |
| ESTIMATED TOTAL | | | $ 44,635,852.98 | $ 12,774,650.05 | | |

COMPLETE

| | | | |
|---|---|---|---|
| WORK AUTHORIZATION NO. 1 (PHASE I) (SECTION I & II) | FY 2018 | $ 1,605,850.00 | NOT ISSUED |
| WORK AUTHORIZATION NO. 2 (PHASE II) (SECTION I) | FY 2018 | $ 1,593,000.00 | NOT ISSUED |
| LPA COSTS NOT INCLUDED IN WORK AUTH. NO. 2: | FY 2018 | $ 741,564.87 | |
| WORK AUTHORIZATION NO. 3 (PHASE III) (SECTION I) | FY 2019 | $ 1,903,417.48 | NOT ISSUED |
| LPA COSTS NOT INCLUDED IN WORK AUTH. NO. 3: | FY 2020 | $ 643,736.92 | |
| WORK AUTHORIZATION NO. 4 (PHASE II) (SECTION II) | FY 2020 | $ 2,789,000.00 | NOT ISSUED |
| LPA COSTS NOT INCLUDED IN WORK AUTH. NO. 4: | FY 2021 | $ 999,046.73 | |
| WORK AUTHORIZATION NO. 5 (PHASE III) (SECTION II) | FY 2021 | $ 2,142,142.81 | NOT ISSUED |
| LPA COSTS NOT INCLUDED IN WORK AUTH. NO. 5: | FY 2022 | $ 356,891.24 | |

| | | |
|---|---|---|
| TOTAL ESTIMATED LPA COST: | $ 12,774,650.05 | 28.6% |
| COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II | $ 44,635,852.98 | |
| LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S): | $ 2,741,239.76 | |

*Updated by Jacinto Garza 5-4-2018*

# EXHIBIT "E"

Sample Work Authorization

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-_____

## Work Authorization Form

# WORK AUTHORIZATION NO. ____

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

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

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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 **$**_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" Project Fee Schedule and Estimated Manhour Breakdown.***

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

SAMPLE

# EXHIBIT "E"

Sample Work Authorization

**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 _____,** Commissioner _____ as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT NO. __**

**BY:_____**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

**THE ENGINEER:**
**L&G ENGINEERING**

_____
**By: Jacinto Garza, P.E.**
**President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia,**
**County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF EXHIBITS**

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Project Fee Schedule and Estimated Manhour Breakdown

SAMPLE

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2018 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ____ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to

_____
_____

A. AGREEMENT

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

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____

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

SAMPLE

# EXHIBIT "F"

## Supplemental Agreement Form

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2018.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

APPROVED

Yvette

AI-65799 Purchasing Department 28. B. 3.
CC - REGULAR Prct. 1
**Meeting Date:** 07/31/2018
**Submitted For:** Marty Salazar, PURCHASING DEPT.
**Submitted By:** Yvette Salinas, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

## Information

**CAPTION**

A. Requesting approval of final negotiated contract with L & G Consulting Engineers Inc. as it relates to Professional Engineering Services on an as needed basis for projects located in Precinct No. 1 Mile 6 West Rd from Mile 11 N to SH107 project [CC action 07-17-18 R-AI #65704].

B. Approval of Work Authorization #1 in the amount of $1,605,850.00 through the engineering services agreement with L & G Consulting Engineers as it relates to the Pct. #1 Project titled: 1 Mile 6 West Rd from Mile 11 N to SH 107.

C. Pursuant to Article 14 of contract #C-18-195-07-31 with L & G Consulting Engineers, a request for engineer to permit the subcontracting of the following sub-contractors to provide the corresponding services for the Pct. No. 1 Mile 6 West Rd from Mile 11 N to SH 107 Project:

| | |
|---|---|
| Ergonomic Transportation Solutions, Inc. | Traffic Signals |
| C&M Associates | Traffic Projection |
| AmaTerra Environmental | Environmental |
| Quintanilla Headley & Associates | Surveying |

**BACKGROUND**

## Fiscal Impact

**CALENDAR YEAR:** **ACCT. #:** 8-1315-431-00-121-039-0-721
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
Pending LIT, AI # 65887

## Attachments

back up 65799

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing - Internal | Marty Salazar | 07/27/2018 03:41 PM |
| Budget & Management | Veronica Ortiz | 07/27/2018 03:43 PM |
| Final Approval | Monica Salinas | 07/27/2018 05:56 PM |
| Form Started By: Yvette Salinas | | Started On: 07/23/2018 05:02 PM |
| Final Approval Date: 07/27/2018 | | |