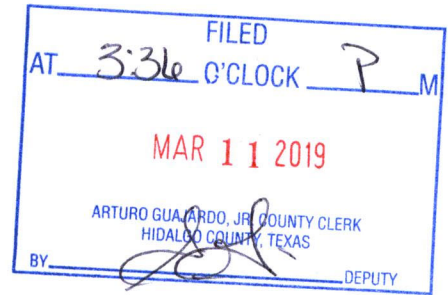


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



**PROFESSIONAL SERVICES AGREEMENT
C-18-307-02-26**

THIS AGREEMENT is made effective the 26th day of February, 2019 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **Quintanilla, Headley & Associates, Inc.** (“Engineer”).

WITNESSETH:

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

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications (RFQ’s) from a professional engineering to assist the County by providing the Services;

WHEREAS, from the responses to the Requests for Qualifications the County developed and established a pool of engineering firms;

WHEREAS, from which Engineer has been selected from the “Pool” of pre-qualified engineering firms from the responses to such Request for Qualifications (RFQ); and

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

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

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

3. Term. This Agreement is for a period of 1 year, effective February 26, 2019 and will expire February 25, 2020 or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

4. Compensation and Work Authorizations. The maximum amount payable under this Agreement shall not exceed the amount for each Work Authorization, a form of the Work Authorization, is attached hereto as Exhibit D, unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to each Work Authorization issued pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

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

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared

under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

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

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

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

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

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

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

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

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

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

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

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

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

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

24. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to Engineer: Quintanilla, Headley & Associates, Inc.
Attention: Alfonso Quintanilla, P.E./R.P.L.S.
124 East Stubbs
Edinburg, Texas 78539

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

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

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

EXECUTED as of the day and year first written above.

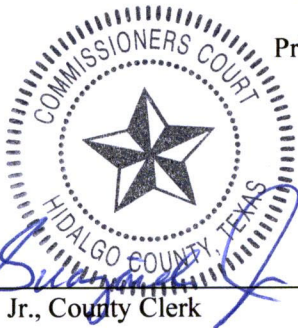
COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Hon. Richard F. Cortez, County Judge

ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

By: _____

Printed Name Alfonso Quintanilla, P.E./R.P.L.S.



ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/26/19

Approved by Commissioners' Court on: Feb. 26, 2019.

APPROVED AS TO FORM:

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

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

ATTACHMENTS:

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

C-18-307-02-26 - On-Call Services for "Road and Bridge, C.I.P. and other Projects in General" Hidalgo County Precinct No. 2.

EXHIBIT A

-Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

ENGINEER shall mean Quintanilla, Headley & Associates, Inc.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 – Preliminary Design Values & Data Collection

Preliminary Design Values

The ENGINEER will work with the Owner to establish basic design concepts, project controls and general scope of Projects.

Preliminary Route Locations, Site Planning, and Uncontrolled Mapping

The ENGINEER will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects as appropriate. The ENGINEER will perform all necessary site planning and field reconnaissance needed for options to be evaluated and approved by the COUNTY.

Uncontrolled Mapping (w/Contours & GIS Info)

The ENGINEER will investigate existing data available at each site, field recover any and all additional information needed for his coordination with the Owner on establishing the best option for the Project. Preliminary Location Exhibit will be developed.

Preliminary Traffic Evaluations & Trends

As needed, the ENGINEER will investigate existing traffic models and trends for the proposed Projects and adjacent roadways.

Preliminary Hydrologic Map & Drainage Plan

The ENGINEER will develop a Hydrologic Map, and Preliminary Drainage Plan for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.

Preliminary ROW Requirements

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

The ENGINEER will calculate preliminary construction cost estimates for the location and geometry of the Projects.

Preliminary Environmental Analysis (for fatal flaws)

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

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

The ENGINEER shall provide coordination services and shall assist in meetings and workshops with all 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 - DESIGN CONTROLS

Geometric Design

The ENGINEER will work on all aspects of the Geometric Design of the project as needed to finalize a Site Plan, Schematic, and/or PS&E. The needed plan will include all necessary Grading, Typical Sections, Quantities, etc.

SECTION 4 - DRAINAGE

Hydrologic Map

The ENGINEER will develop a hydrologic data/discharge determination for coordination on any needed outfalls. The Engineer will produce this exhibit on an as-needed basis depending on project type.

Hydraulic Drainage Study and Documentation

The ENGINEER will perform all necessary Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements, as well as:

- a.
 - (1) Storm water detention available within the ROW and/or Project Site
 - (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) 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

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 and/or Project Site
- f. Outfall channel(s) outside the ROW and/or Project Site
- g. Detention Pond(s) within the ROW and/or Project Site
- h. Detention Pond(s) outside the ROW and/or Project Site
- i. Summary of Quantities
- j. Storm Water Management facilities

Storm Water Pollution Prevention Plan (SW3P)

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - SIGNING, MARKINGS AND SIGNALIZATION

Signing and Markings Layout

The ENGINEER will work on all aspects of the needed Signing, Marking, and Signalization needed to finalize a Site Plan, Schematic, and/or PS&E. As needed, and depending on the project type, the needed plan will include:

- (1) Roadway layout
 - (2) Center line with station numbering
 - (3) ROW lines
 - (4) Culverts and other structures that present a hazard to traffic
 - (5) Location of utilities, if not shown on plan and profile
 - (6) Existing signs to remain, to be removed, to be relocated
 - (7) Proposed signs (illustrated and numbered)
 - (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
 - (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
 - (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
- (2) Quantities of existing pavement markings to be removed
 - (3) Proposed delineators and object markers

Summary of Signs and Sign Detail Sheets

The ENGINEER will produce a summary of both the Small Signs, as well as the Large Signs (inc. Guide Signs)

The ENGINEER will produce all necessary Sign Detail Sheets

- a. All signs except route markers
- b. Design details for large guide signs
- c. Dimensions of letters, shields, borders, corner radii etc.
- d. Designation of shields attached to guide signs
- e. Designation of arrow used on exit direction signs

The ENGINEER will produce the necessary Traffic Signals

- a. Development of Justification (Warrant) Data
 - (1) Location Map
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

EXHIBIT B

Scope of Services to be provided by the Engineer

- (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
- (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 6 – MISCELLANEOUS DESIGN ELEMENTS

The Engineer will produce final Construction Cost Estimates

The Engineer will produce final Summary of Quantities

The Engineer will produce final Typical X-section.

The Engineer will produce all necessary Traffic Control Plans, Detours, and Sequence of Construction

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:

- a. The sequence of construction and method of handling traffic during each phase.
- 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.
- c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
- d. Where detours are provided, typical cross sections shall be shown.
- e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

The ENGINEER will produce all necessary Design/Detailing related to Illumination

- a. Preliminary Illumination Layout and Circuit Layout
- b. Final Illumination and Electrical Circuit Layouts
- c. General Guidelines for Illumination (If applicable)
The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the illumination and electrical circuit layout sheets for review and approval.

The ENGINEER will produce all necessary Miscellaneous Drafting/Standards

- a. Erosion Control
- b. Landscape Development

The ENGINEER will produce all Miscellaneous Structure Design and Details

- a. Type of Structure
 - (1) Overhead Sign Bridges (O.S.B.)
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

EXHIBIT B

Scope of Services to be provided by the Engineer

The ENGINEER will produce all 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

The ENGINEER will include all Specifications and General Notes

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 7 - CONSTRUCTION PHASE SERVICES

CONSTRUCTION MANAGEMENT SERVICES:

The ENGINEER will provide engineering 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:

- 1) 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.
- 2) The ENGINEER will coordinate and conduct a pre-construction conference (if required).
- 3) 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.
- 4) 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.
- 5) 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.

EXHIBIT B

Scope of Services to be provided by the Engineer

- 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.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 14 - ADDITIONAL RESPONSIBILITIES

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by the 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.

Office Location

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

<u>Service</u>	<u>Office Location</u>
All Services	Edinburg Office

The work effort will be managed out of the _____ Edinburg _____
(City)

office located at _____ 124 E Stubbs St., Edinburg, Tx. 78539 _____,
(Address)

_____ Edinburg _____, _____ Texas _____.
(City) (State)

EXHIBIT C
-Engineer Contract Rates

EXHIBIT "C"
ENGINEERING RATE SCHEDULE

Registered Professional Engineer	\$170.00
Engineering Field Technician	\$ 90.00
Computer Technician	\$ 85.00
Administrative	\$ 60.00
Research	\$ 50.00
Title Reports	\$500.00

EXHIBIT D
SAMPLE Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-18-307-02-26

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 4 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide _____.

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"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. __ shall be funded through funding source:

Account No. - - - - -

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

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

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

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

**THE ENGINEER:
QUINTANILLA, HEADLEY &
ASSOCIATES, INC.**

**THE OWNER:
HIDALGO COUNTY**

By: Alfonso Quintanilla, P.E./R.P.L.S

By: Richard F. Cortez, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT E
SAMPLE Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Section 6 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 the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20** ____ concerning Engineering for _____ hereinafter referred to as the (“**Project**”); and,

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

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

A. AGREEMENT

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

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

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

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

THE ENGINEER:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2018

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

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

PRODUCER MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277		CONTACT NAME: Phyllis Constantino PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Twin City Fire Insurance Co	NAIC # 29459
		INSURER B: Liberty Insurance Underwriters	19917
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1810205312 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	22WBCCR5365	10/11/2018	10/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEX102122-0003	09/19/2017	09/19/2019	Each Claim \$2,000,000 Aggregate \$2,000,000	

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

CERTIFICATE HOLDER Hidalgo County Precinct No. 2	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bryan Uischich</i>
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