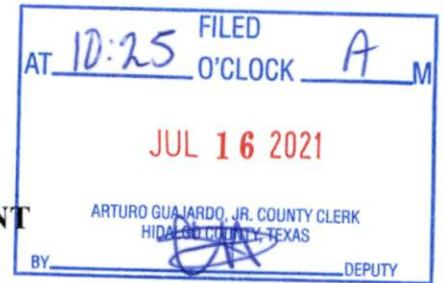


THE STATE OF TEXAS §
COUNTY OF HIDALGO §



PROFESSIONAL SERVICES AGREEMENT
C-20-556-06-25

THIS AGREEMENT is made and entered the 25th day of June, 2021 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **Quintanilla, Headley & Associates, Inc.** (“Engineer”).

WITNESSETH:

WHEREAS, the County is in need of On-Call Professional Engineering Services (the “Services”) for projects within **Hidalgo County Precinct No. 2**;

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

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications from professional engineering firms to assist the County by providing the Services;

WHEREAS, the County solicited Requests for Qualifications (RFQ) for the development and establishment of a yearly pool for “Professional Engineering Services”; and

WHEREAS, the Engineer was pre-qualified from the County’s pool of Professional Engineers and has been selected from the pool to provide On-Call Professional Engineering Services on an as needed basis for Hidalgo County Precinct No.2 (“County”), in accordance with the terms and provisions of **Exhibit “A”** Requirements/Request for Qualifications, attached hereto and incorporated by reference herein; and

WHEREAS, in continuation of the procurement process and in response to the County’s request to negotiate for a fair and reasonable price pursuant to Chapter 2254 Texas Government Code, the Engineer has provided a fee schedule (“Engineer Contract Rates”), which is attached hereto and made part of this Agreement as **Exhibit “B”**; and

WHEREAS, on a project to project basis, County shall determine when the services of an Engineer for Professional Engineering Services is required and shall provide project specifications (the “Specifications”) to Engineer for review and response.

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

1. County and Engineer hereby agree that this Agreement is entered into in order to provide the Services for Hidalgo County Precinct #2.

2. The County will furnish Specifications as needed and on a per project basis to Engineer for the development of project(s) and fulfillment of this Agreement. Engineer agrees to review the project as presented by County (on a per-project basis) and submit to County within fourteen (14) days of receipt of the Specifications, a proposal and work authorization. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Engineer’s consultants); and (4) cost for reimbursable expenses (collectively the “Engineering Services”);

3. The County may enter into negotiations with the Engineer regarding the Engineering Services Proposal and should the parties reach an agreement, then Engineer will submit a “Work Authorization” to County for approval and execution. The Work Authorization will detail the Engineer’s duties and responsibilities with respect to each specific project. Engineering Services to be provided by the engineer are detailed in the attached **Exhibit “C”**. However, if the parties are unsuccessful at coming to terms for any specific project, then the County may seek the services of other engineers.

4. Engineer agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

5. 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.

6. Term. This Agreement is for a period of **one (1) year**, effective June 25, 2021 and will terminate June 24, 2022 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 Project Specific “Work Authorization” as more particularly described in **Exhibit “D.”**

7. Compensation and Work Authorizations. The maximum amount payable under this Agreement shall not exceed the amount for each “Work Authorization”, an example of which is attached hereto and incorporated by reference 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 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 29. Titled “Notices” herein.

8. 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.

9. 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"** which is attached to this 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 "B"** "Engineer Contract 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.

10. 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.

11. 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 shall not be liable for the reuse or modification of its work product. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

12. 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.

13. 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 any project awarded 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.

14. 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.

15. 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 contract 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.

16. 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.

17. Insurance. Consistent with its status as an independent contractor and at its sole expense, Engineer agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary in providing Services or are otherwise required by law, and shall require of all its' subconsultants connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, Engineer's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Engineer's activities in providing the services to County. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. Engineer shall furnish to County certificate(s) of insurance and all renewals throughout the duration of any assigned Project on an Accord form, issued by the insurer that such insurance is in full force and effect. **See attached Exhibit "F" Insurance Information.**

18. As a condition of this Agreement, Engineer shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services for a particular project. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Engineer shall immediately notify the County.

19. All trucks or vehicles operated by the Engineer to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Engineer who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform

such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. INDEMNIFICATION. Engineer shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including reasonable attorney's fees for the defense of any action against County to the extent arising out of, resulting from, or connected with the negligent provision of the Services by Engineer under this Contract. Said indemnity shall cover any intentional misconduct, negligent act, or failure to act by the Engineer, its agents or employees. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

28. 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 reasonable 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.

29. 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, 2nd Floor
Edinburg, Texas 78539

If to Engineer: Quintanilla, Headley & Associates, Inc.
Attn: 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to 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. **Agreements for the acquisition, including the lease of real or personal property under Tex.Loc.Govt.Code §271.903:** In the event that during any term hereof the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to Engineer. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

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

37. Nondiscrimination: Engineer, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

38. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

Signature page to follow

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

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

ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

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



Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 6/25/21 SHS

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney
Robert Viana III

- ATTACHMENTS:
- EXHIBIT A -Requirements/County's Request for Qualifications
 - EXHIBIT B -Engineer's Contract Rates
 - EXHIBIT C -Scope of Services to be provided by Engineer
 - EXHIBIT D -Work Authorization Form
 - EXHIBIT E -Supplemental Agreement Form
 - EXHIBIT F -Certificates of Insurance

EXHIBIT B
-Engineer Contract Rates

EXHIBIT "B"
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 “C”

SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The services to be provided by the ENGINEER in providing On-Call Engineering Services for Hidalgo County Precinct 2 Projects are as follows:

EXHIBIT C

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 C

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 C

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 C

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 C

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 C

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 C

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 C

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 C

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 C

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:

Service
All Services

Office Location
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)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE) _____ as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:
QUINTANILLA, HEADLEY &
ASSOCIATES, INC.

THE OWNER:
HIDALGO COUNTY

By: _____
Print Name

By: Richard F. Cortez, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the On-Call Professional Services Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Quintanilla, Headley & Associates, Inc., hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **20**__ concerning On-Call Professional Engineering Services for Projects in Precinct #2;

WHEREAS, on the ____ day of _____ 20__, **Owner** authorized a Project Specific Work Authorization for _____ (hereinafter referred to as the "**Project**"); and,

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

NOW THEREFORE, in consideration of the mutual covenants provided below, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2020

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: (704) 256-6000, FAX: (704) 256-6001, E-MAIL: phyllis@medallioninsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Fire Insurance Co (NAIC # 19682), INSURER B: Liberty Insurance Underwriters (NAIC # 19917).

COVERAGES CERTIFICATE NUMBER: CL20101307039 REVISION NUMBER:

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

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

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: [Signature]

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:

QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY: _____

Address for Giving Notices:

THE OWNER:

HIDALGO COUNTY

BY: _____

Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

(as required)