

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to comply with the Texas Department of Transportation's (TxDOT) request for completing two (2) sets of PS&E Plans for construction (reference EXHIBIT "H" – e-mail from TxDOT on 8/2/2010) thus requiring an increase in cost associated with completing two sets of Construction and Right-of-Way Plans for the following:

Letting 9/12

- a. 0669-01-043 FM 681 (from FM 681 N. to SH 107)
- b. 0862-01-047 FM 2221 (from 0.25 Miles W. of Moorefield Rd. to FM 681)

Letting 9/13

- a. 0862-01-037 FM 2221 (from SH 364 (La Homa) to 0.25 Miles W. of Moorefield Rd.)

WHEREAS, three (3) Revised Right-of-Way Agreement(s) (reference EXHIBIT(S) I, J and K) have been executed for the project thus necessitating clarification to EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER.

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to correct the Fee Schedule which erroneously added \$38,716.98 identified under "Phase II – RIGHT OF WAY COSTS as part of the Engineering cost.

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

1. Section of the Agreement, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE SCHEDULE, is revised to reflect the above listed modifications of this Supplemental. The original amount of Work Authorization No. 1 does not increase or decrease; therefore, the amount of Supplemental No. 1 as detailed on EXHIBIT "D" – FEE SCHEDULE is **\$1,740,612.60**.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement

No. 1 to be effective as of the ___ day of _____, 2010.

**ENGINEER:
L&G CONSULTING ENGINEERS, INC.**

BY: _____
Jacinto Garza P.E., President

**OWNER:
HIDALGO COUNTY**
BY: _____
Rene Ramirez, County Judge

ATTACHMENTS:

- Exhibit B – Services to be provided by Engineer
- Exhibit D – Fee Schedule
- Exhibit H – E-Mail from TxDOT 8/2/2010
- Exhibit I – Right-of-Way Agreement CCSJ: 0669-01-043
- Exhibit J – Right-of-Way Agreement CCSJ: 0862-01-047
- Exhibit K – Right-of-Way Agreement CCSJ: 0862-01-037

EXHIBIT "B"
SERVICES TO BE PROVIDED BY ENGINEER

Section 1- General Instructions

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

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

County/City: Hidalgo County

Control: 0669-01-043, etc.

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for FM 681

Length: Variable

Highway: FM 681

Limits: FM 2221 to SH 107

Existing Facility

Project Classification

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

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

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services
Provided By:
Engineer County

- NO 1. Route Location Studies*
- NO 2. Level of Service Analysis**
- NO 3. Traffic Evaluations and Projections
- NO 4. Develop Roadway Design Criteria
- NO 5. Preliminary Cost Estimates
- NO 6. Design Schematic
(See Section 7, page 7-1 for schematic layout requirements)
- NO 7. Preliminary Right-of-Way Requirements
- NO 8. Design Concept Conference
- NO 9. Soil Core Hole Drilling
 - NO a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
 - NO b. Retaining Walls (See Section 10, page 10-1 Thru 10-2 for requirements)
 - NO c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
 - NO d. Bridges (See Section 11, page 11-3 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
 (Function Code 120)

Services
 Provided By:
Engineer COUNTY

1. Environmental Reports
 All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
 - a. Environmental Assessments
 - NO (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
 - NO (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
 - NO (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
 - b. Environmental Impact Statement
 - NO (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
 - NO (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the Engineer. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement
 All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
 - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
 - NO b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the CITY, shall be provided.

3. Cultural Resources
 Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the CITY.
 - a. Historic Structure Studies
 A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state’s historic structure requirements.
 - b. Archeological Studies
 - NO (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
 - NO (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services
 Provided By:
 Engineer COUNTY

NO (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

NO 4. Noise and Air Quality Analyses
 a. Noise Analysis
 A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.

NO b. Air Quality Analysis
 An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.

NO 5. Ecological Investigations
 A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

NO 6. Hazardous Materials
 The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

NO 7. General Guidelines for Preparation of Environmental Documents
 a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office.
 b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided.
 c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided.
 d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A.
 e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services
Provided By:
Engineer County

NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.

YES

1. Ownership Data in a .dgn file
 - a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass.
 - b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided.
 - c. For each drainage outfall property preliminary ROW identification will be shown.
 - d. For each irrigation structure pipe.
 - e. Mailing list of owners on both side of the expressway for the project limits.

YES

2. Parcel plats & Right-of-Way Map
 - a. A ROW map, parcel plats and field notes shall be prepared and furnished.
 - b. ROW map and field notes shall be revised as required due to changes in Highway Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
 - c. ROW map must depict all improvements affecting ROW.

YES

3. Utility Adjustments
 - a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.

YES

4. Field Notes
 - a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units)
 - b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways.
 - c. Computation Sheets for Survey Closure and Area for Each Parcel.
 - d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES

5. Survey and Stake Right-of-Way

YES

6. Records as Required by the County and TxDOT
 - a. Records used to establish ownership

Services
Provided By:
Engineer County

YES

7. General Guidelines for Preparation of Right-of-Way Maps
 - a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.
 - b. The engineer shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.
 - c. Preliminary and completed work shall be submitted as requested by the district.
 - d. The engineer shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.
 - e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.
(2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.
 - f. Project base line is to be drawn and stationed on the ROW map.
 - g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.
 - h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.
 - i. Zip-a-tone or similar products shall not be used on map sheets.
 - j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.
 - k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.
 - l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.
 - m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.
 - n. TxDOT Plan Checklist will be adhered to.

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services
Provided By:
Engineer County

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| <p><u>NO</u></p> <p><u>YES</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>YES</u></p> | <p><u>YES</u></p> <p><u>YES</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> | <p>1. Field Surveying</p> <p>a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points</p> <p>b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.</p> <ul style="list-style-type: none"> • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. <p>(1) Project control base lines</p> <p>(2) Photogrammetric ground control</p> <ul style="list-style-type: none"> (a) Establish horizontal control (b) Establish vertical control points (c) Place and maintain control point targets <p>c. Other Field Surveying</p> <ol style="list-style-type: none"> (1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Recover and/or re-establish horizontal and vertical control. Set benchmarks at 1000-ft intervals and along each outfall identified on Exhibit A & B. The BM's shall be #5 I.R. 2-ft in depth set in concrete. A H&V Book will be provided by the Engineer to the Surveyor and the surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) on voided sections identified on CD provided by the engineer. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor. (6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location. (7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer. (8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. (9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems. |
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Services
 Provided By:
Engineer County

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| <u>YES</u> | <u>NO</u> | (10) Tie to existing underground and overhead utilities (location, elevation and direction)
<u>Horizontally</u> – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
<u>Vertically</u> – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer. |
| <u>YES</u> | <u>NO</u> | (11) Additional Field Surveying as shown below:
(A) <u>IRRIGATION LINES</u> – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
(B) <u>OUTFALLS</u> – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on Exhibit A and B

<u>Driveways and Turnouts</u>
(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| <u>YES</u> | <u>NO</u> | (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map) |
| <u>NO</u> | <u>NO</u> | (14) Soil core hole staking - |
| <u>YES</u> | <u>NO</u> | (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc. |
| <u>YES</u> | <u>NO</u> | (16) Profiles of existing drainage facilities |
| <u>NO</u> | <u>NO</u> | (17) Measurement of hydraulic opening under existing bridges |
| <u>YES</u> | <u>NO</u> | (18) Obtain elevations of manholes and valves of utilities |
| <u>YES</u> | <u>NO</u> | (19) Provide temporary signs, traffic control, flags, safety equipment, etc. |
| <u>YES</u> | <u>NO</u> | (20) Ties to existing bridges or culverts that may conflict with new construction. |
| <u>N/A</u> | <u>N/A</u> | (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| <u>YES</u> | <u>N/A</u> | (22) Inventory signs, mailboxes, and driveways |
| <u>YES</u> | <u>N/A</u> | (23) Survey controlled data sheets per TxDOT guidelines. |

Services
Provided By:
Engineer County

- N/A N/A 2. Photogrammetric Products
- a. Uncontrolled Photography
 - (1) Contact Prints
 - (2) Mosaics
 - (3) Digital ortho plots
 - b. Mapping
 - (1) Planimetric Maps
 - (2) Contour Maps
 - (3) Cross Sections
 - (4) Profiles
 - (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services
Provided By:
Engineer COUNTY

1. Geometric Design

- | | | |
|-----------|-----------|--------------------------------------|
| <u>NO</u> | <u>NO</u> | a. Horizontal and Vertical Alignment |
| <u>NO</u> | <u>NO</u> | b. Schematic Layout (Completed) |
- (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
 - (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including “K” values, shall also be shown for ease of checking.
 - (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
 - (5) The tentative ROW limits.
 - (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
 - (b) Provide a graphics file containing the approved schematic.
 - (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
 - (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
 - (8) The control of access lines if Interstate or designated under House Bill 179.
 - (9) Direction of traffic flow on all roadways.
 - (10) Location and width of median openings for highway without access control.
 - (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services
 Provided By:
 Engineer COUNTY

- NO NO 2. General Guidelines for Project Development
- a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.
- The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
- b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
- c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
- d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
- e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
- f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
- g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
- h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
- N/A NO 3. Exhibit for Airway/Highway Clearance Permits

Services
 Provided By:
 Engineer COUNTY

4. Grading Design

- | | | |
|------------|------------|---|
| <u>YES</u> | <u>NO</u> | a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. |
| <u>YES</u> | <u>NO</u> | b. Typical Sections |
| <u>YES</u> | <u>NO</u> | c. Design Cross Sections |
| <u>YES</u> | <u>NO</u> | d. Determine Cut and Fill Quantities |
| <u>YES</u> | <u>NO</u> | e. Slope Stability Analysis |
| <u>N/A</u> | <u>N/A</u> | f. Embankment Foundation Stability Analysis |
| <u>N/A</u> | <u>N/A</u> | g. Embankment Settlement Analysis |

5. Pavement Design

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| <u>YES</u> | <u>NO</u> | a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose. |
| <u>YES</u> | <u>NO</u> | b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission. |
| | | c. Embankment and Subgrade |
| | | (1) Soil Core Holes (Show cost estimate with Function Code 110) |
| <u>NO</u> | <u>NO</u> | (a) Along center line |
| <u>YES</u> | <u>NO</u> | (b) Along center line of each roadway |
| | | The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed) |
| <u>YES</u> | <u>NO</u> | (2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| <u>NO</u> | <u>NO</u> | d. Traffic Data for Pavement Design by STATE |
| <u>YES</u> | <u>NO</u> | e. Basic Design Criteria |
| <u>YES</u> | <u>NO</u> | f. Life Cycle Cost Analysis(es) |
| <u>YES</u> | <u>NO</u> | g. Cost Data |
| <u>YES</u> | <u>NO</u> | h. Pavement Material Properties |

Services
Provided By:
Engineer COUNTY

5. Pavement Design (Continued)

YES NO i. Rehabilitation Investigations

YES NO (1) Core Hole Survey (Show cost estimate with Function Code 110)
 (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services
Provided By:
Engineer COUNTY

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

1. Hydrologic Studies, Discharges

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | a. Drainage area maps showing existing conditions and proposed improvements. |
| <u>YES</u> | <u>NO</u> | b. Hydrologic data/discharge determination |

2. Hydraulic Drainage Study and Documentation

- | | | |
|------------|------------|---|
| <u>N/A</u> | <u>N/A</u> | a. Hydraulic computations |
| <u>YES</u> | <u>NO</u> | (1) Storm water detention available within the ROW (linear ft. along side drain ditch). |
| <u>YES</u> | <u>NO</u> | (2) Storm water detention required outside the ROW (as per HCDD#1) |
| <u>YES</u> | <u>NO</u> | (3) Culverts |
| <u>YES</u> | <u>NO</u> | (4) Bridge waterways |
| <u>YES</u> | <u>NO</u> | (5) Channels |
| <u>YES</u> | <u>NO</u> | (6) Storm sewers/inlets |
| <u>NO</u> | <u>NO</u> | (7) Pump stations |
| <u>YES</u> | <u>NO</u> | (8) Storm Water Management facilities |
| <u>YES</u> | <u>N/A</u> | (9) Other |
| | | (a) Irrigation Canals/Siphons |
| | | (b) |
| <u>NO</u> | <u>NO</u> | b. Hydraulic report(s) |
| <u>YES</u> | <u>N/A</u> | c. Federal Emergency Management Agency (FEMA) floodway requirements |
| <u>YES</u> | <u>N/A</u> | 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 |

Services

Provided By:
 Engineer COUNTY

3. Layout, Structural Design and Detailing of Drainage Features
 - a. Culverts
 - (1) New culverts
 - (2) Culvert widening and/or lengthening
 - (3) Culvert replacements
 - b. Storm sewers
 - (1) New storm sewers
 - (2) Modify existing storm sewers
 - (3) Inlets
 - (4) Manholes
 - (5) Trunk lines
 - c. Pump stations
 - (1)
 - d. Subsurface drainage at retaining walls
 - e. Outfall channel(s) within the ROW
 - f. Outfall channel(s) outside the ROW
 - g. Detention Pond(s) within the ROW
 - h. Detention Pond(s) outside the ROW
 - i. Summary of Quantities
 - j. Storm Water Management facilities
4. Storm Water Pollution Prevention Plan (SW3P)
5. Scour Evaluation - Waterway Structures Only (to be completed by Bridge Engineer under FC 170).

YES NO
YES NO
YES NO

YES NO
YES NO
YES NO
YES NO
YES NO

NO NO
YES NO
YES N/A

YES NO

NO NO
NO NO
YES NO
NO NO

YES NO

NO NO

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services
Provided By:
Engineer COUNTY

- YES NO 1. Signing and Markings Layout
- a. Requirements (Separate Layout)
- (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
 - (11) Quantities of existing pavement markings to be removed
 - (12) Proposed delineators and object markers
- b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
- (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
 - (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
 - (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
 - (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
 - (5) Tentative ROW limits
 - (6) Direction of traffic flow on all roadways
 - (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
- YES NO 2. Summary of Small Signs Tabulation
- YES NO 3. Summary of Large Signs Tabulation including all Guide Signs
- YES NO 4. 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

Services
 Provided By:
 Engineer COUNTY

5. Traffic Signals

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | a. Development of Justification (Warrant) Data |
| | | (1) Location Map |
| | | Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators |
| <u>YES</u> | <u>NO</u> | (2) Photographs as appropriate |
| <u>YES</u> | <u>NO</u> | (3) Accident data as appropriate |
| | | (4) Vehicle volumes (provided by TxDOT) |
| <u>YES</u> | <u>NO</u> | (a) Existing |
| <u>YES</u> | <u>NO</u> | (b) Estimated |
| <u>YES</u> | <u>NO</u> | (c) Projected |
| <u>YES</u> | <u>NO</u> | (d) Pedestrian |
| <u>YES</u> | <u>NO</u> | (5) Traffic Survey - Count Analysis |
| <u>YES</u> | <u>NO</u> | (6) Recommendation based on above data |
| <u>YES</u> | <u>NO</u> | b. Layout |
| | | (1) Title Sheet (when applicable) |
| | | (a) Describe the location |
| | | (b) Type of installation |
| | | (c) Area map with project limits for each location |
| | | (d) Index of sheets |
| | | (e) Space for official signatures |
| | | (2) Estimate and quantity sheet (when applicable) |
| | | (a) List of all bid items |
| | | (b) Bid item quantities |
| | | (c) Specification item number |
| | | (d) Paid item description and unit of measure |
| | | (3) Basis of estimate sheet (list of materials) |
| | | (4) General notes and specification data sheet |
| | | (5) Condition diagram |
| | | (a) Highway and intersection design features |
| | | (b) Roadside development |
| | | (c) Traffic control including illumination |
| | | (6) Plan sheet(s) |
| | | (a) Existing traffic control that will remain (signs and markings) |
| | | (b) Existing utilities |
| | | (c) Proposed highway improvements |
| | | (d) Proposed installation |
| | | (e) Proposed additional traffic controls |
| | | (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks. |
| | | (g) Proposed illumination attached to signal poles. |
| | | (7) Notes for plan layout |
| | | (8) Elevation sheet(s) (span wire design) |

Services
Provided By:
Engineer COUNTY

5. Traffic Signals (Continued)

(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

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | (a) Confirm power source |
| <u>YES</u> | <u>NO</u> | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| <u>YES</u> | <u>NO</u> | (c) Adjustment of overhead utility lines |
| <u>YES</u> | <u>NO</u> | (2) Prepare governing specifications and special provisions list |
| <u>YES</u> | <u>NO</u> | (3) Prepare project estimate |

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services
 Provided By:
 Engineer COUNTY

- | | | |
|-----------|-----------|---|
| | | 1. Retaining Walls |
| | | a. Structural Details |
| <u>NO</u> | <u>NO</u> | (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)* |
| <u>NO</u> | <u>NO</u> | (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall) |
| <u>NO</u> | <u>NO</u> | (3) Specialized Retaining Wall at _____ locations (Unique Design).* |
| | | b. Alternate Patented Retaining Walls at <u>all</u> locations. (Layouts Only)** |
| <u>NO</u> | <u>NO</u> | (1) Mechanically Stabilized Earth |
| <u>NO</u> | <u>NO</u> | (2) Concrete Block Wall Systems |
| <u>NO</u> | <u>NO</u> | (3) |
| <u>NO</u> | <u>NO</u> | c. Retaining Wall Layout (PLAN) |
| | | (1) Designation of reference line |
| | | (2) Beginning and ending retaining wall stations |
| | | (3) Station of each retaining wall joint*** |
| | | (4) Offset from reference line |
| | | (5) Horizontal curve data |
| | | (6) Number of retaining wall panels and lengths*** |
| | | (7) Total length of wall |
| | | (8) Indicate face of wall |
| | | (9) All wall dimensions and alignment relations (alignment data as necessary) |
| | | (10) Soil core hole locations |
| <u>NO</u> | <u>NO</u> | d. Retaining Wall Layout (ELEVATION) |
| | | (1) Top of wall elevations at each joint***
or intervals**** |
| | | (2) Existing and finished ground line elevations |
| | | (3) Height of stem at each joint*** |
| | | (4) Wall panel designations*** |
| | | (5) Top of footing elevations*** |
| | | (6) Limits of measurement for payment**** |
| | | (7) Type, limits and anchorage details of railing (If applicable) |
| | | (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and
elevation. The plot shall be at the same scale as the wall profile. Ground water
elevations and the observation date shall be shown. |
| <u>NO</u> | <u>NO</u> | e. Foundation Studies (Show cost estimate with Function Code 110) |
| <u>NO</u> | <u>NO</u> | The soil core holes shall be obtained at approximately 200 foot intervals along
retaining wall alignments. The core holes shall extend 25 feet below the footing
elevation. |
| <u>NO</u> | <u>NO</u> | f. Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the
work). |
| <u>NO</u> | <u>NO</u> | g. Estimate |
| <u>NO</u> | <u>NO</u> | h. Summary of Quantities |
| <u>NO</u> | <u>NO</u> | i. Typical X-section. |

Services
 Provided By:
 Engineer COUNTY

1. Retaining Walls (continued)

YES

j. General Guidelines for Retaining Walls

- (1) The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
- (2) The ground water level should be observed at the water strike.
- (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
- (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES

NO 2. Traffic Control Plan, 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, flagperson, 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.

Services
 Provided By:
 Engineer COUNTY

3. Illumination
- YES N/A a. Preliminary Roadway Illumination Layout and Circuit Layout
- (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
 - (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
 - (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
 - (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
 - (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
 - (e) Tentative ROW limits
 - (f) Direction of traffic flow on all roadways
 - (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
- YES NO b. Final Roadway Illumination and Electrical Circuit Layouts
- (1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
 - (2) Center line with station numbering.
 - (3) ROW lines.
 - (4) Symbol legend. Use department standard symbols for lighting and electrical.
 - (5) Culverts and other structures that present a hazard to traffic.
 - (6) Location of underground utilities, if not shown on plan profile.
 - (7) Location of overhead electrical lines, both crossing and parallel to ROW.
 - (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
 - (9) Existing service poles, electrical circuits, ground boxes, etc.
 - (10) Contact electric utility for service pole locations, voltage characteristics.
 - (11) Location of proposed sign lighting circuits and roadway illumination.
 - (12) Proposed electrical circuits.
 - (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
- YES c. General Guidelines for Illumination (If applicable)
- The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services
 Provided By:
 Engineer COUNTY

- 4. Miscellaneous Drafting/Standards
 - YES NO a. Erosion Control
 - NO NO b. Landscape Development

- 5. Compute and Tabulate Quantities
- 6. Special Utility Details (Irrigation lines)
- 7. Miscellaneous Structures
 - a. Type of Structure*
 - (1) Overhead Sign Bridges (O.S.B.)
 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.
 - NO NO (a) New O.S.B. structure(s)
 - NO NO (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
 - NO NO (2) High Mast Illumination Poles (HMIP)
 - YES NO (3) Traffic Signal Supports
 - NO NO (4) Conventional Illumination Poles
 - NO NO (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
 - YES NO c. Foundation Studies (Show cost estimate with Function Code 110)
 The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
- 8. Agreements
 - a. Utility Agreements
 - YES NO b. Exhibits for Utility Agreements
 - YES NO c. Railroad Agreements
 - N/A NO d. Railroad Exhibits
 - (1) Railroad Underpasses
 - N/A N/A (2) Railroad Overpasses
 - N/A N/A (3) Railroad Grade Crossing (Replanking)
 - N/A N/A (4) Railroad Grade Crossing Warning Systems (Signals)
 - N/A N/A (5) Other Miscellaneous Sketches for Railroads
 - NO NO e. Traffic Signal Agreements
 - NO NO f. Exhibits for Traffic Signal Agreements
- 9. Estimate
- YES NO 10. Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services
Provided By:
Engineer COUNTY

			<u>NUMBER REQUIRED</u>
		1. Preparation of Structural Details	
		a. New Structure(s)	
<u>NO</u>	<u>NO</u>	(1) Underpass(es)	_____
<u>NO</u>	<u>NO</u>	(2) Overpass(es)	_____
<u>N/A</u>	<u>N/A</u>	(3) Main Lanes	_____
<u>N/A</u>	<u>NA</u>	(4) Direct Connector(s)	_____
<u>N/A</u>	<u>N/A</u>	(5) Ramp Bridge(s)	_____
<u>NO</u>	<u>N/A</u>	(6) Waterway Structure(s)**	_____
<u>N/A</u>	<u>N/A</u>	(7) Pedestrian Structure(s)	_____
<u>N/A</u>	<u>N/A</u>	(8) Utility Structure(s)	_____
<u>N/A</u>	<u>N/A</u>	(9) Railroad Underpass(es)	_____
<u>N/A</u>	<u>N/A</u>	(10) Railroad Overpass(es)	_____
<u>N/A</u>	<u>N/A</u>	11) Bridge Classification Culvert(s)**	_____
<u>N/A</u>	<u>N/A</u>	(11) Alternate Structural Designs	_____
<u>N/A</u>	<u>N/A</u>	(12) Alternate Foundation Design	_____
		Total New Structures =	_____
		b. Existing Structure(s)	
<u>NO</u>	<u>NO</u>	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
<u>NO</u>	<u>NO</u>	(2) Bridge Replacement	_____
<u>NO</u>	<u>NO</u>	(3) Raising Bridge Elevation	_____
<u>NO</u>	<u>NO</u>	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
<u>N/A</u>	<u>N/A</u>	(5) Railroad Overpass(es)	_____
<u>N/A</u>	<u>N/A</u>	(6) Railroad Underpass(es)	_____
<u>N/A</u>	<u>N/A</u>	(7)	_____
		Total Existing Structures =	<u>0</u>

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the engineer should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services
Provided By:
Engineer COUNTY

- NO NO 2. Preparation of Bridge Layouts (each bridge)
- a. Bridge Layouts (PLAN)
- (1) Horizontal curve information or bearing of centerline.
 - (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
 - (3) Bearing of center line or reference line.
 - (4) Skew angle(s).
 - (5) Slope for header banks and approach fills.
 - (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
 - (7) Approach pavement and crown width.
 - (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
 - (9) Approach slab and curb returns.
 - (10) Limits and type of riprap.
 - (11) Proposed features under structure.
 - (12) Location of profile grade line.
 - (13) North arrow.
 - (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
 - (15) Cross slope and superelevation data.
 - (16) Minimum horizontal clearances when applicable.
 - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
 - (17) Location of soil core holes (station and offset), shown on layout.
 - (18) Bent stations and bearings.
 - (19) Retaining wall locations.
 - (20) Traffic flow directional arrows.
 - (21) Railing types shown.
 - (22) Joint types and seal size, if used.
 - (23) Beam line numbers consistent with span details.
 - (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
 - (25) Bearings of utilities.

Services
 Provided By:
 Engineer COUNTY

2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)

- (1) Type of foundation.
- (2) Finished grade elevations at beginning and end of bridge.
- (3) Overall length of structure.
- (4) Length, type of spans and units.
- (5) Type of railing.
- (6) Minimum calculated vertical clearance(s).
- (7) Existing and proposed ground lines clearly marked.
- (8) Grid elevations and stations.
- (9) Bent numbers encircled.
- (10) Stationing of bridge compatible with grid stations.
- (11) Standard title.
- (12) Profile grade data.
- (13) Type of riprap.
- (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
- (15) Fixed/expansion condition of all bents.
- (16) Column "H" heights.
- (17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.

- (1) Design and 100-year peak discharges.
- (2) Design and 100-year high water (HW). (Recorded HW and date if available.)
- (3) Natural and through-bridge velocities for design and 100-year floods.
- (4) Calculated backwater for design and 100-year floods.
- (5) Direction of flow for waterway crossings.
- (6) Contours for water crossing.

YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

YES NO 4. Foundation Studies (Show cost estimate with Function Code 110)
 The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).

YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

YES NO 6. Bridge Special Provisions and Specifications (each bridge)

YES NO 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services
Provided By:
Engineer COUNTY

YES

8. General Guidelines for Bridge Design

- a. The engineer shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
 - Railroad Companies
 - FHWA
 - U.S. Army Corps of Engineers
 - U.S. Coast Guard
 - Bureau of Reclamation
 - Texas Parks and Wildlife
 - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the engineer's design schedule should reflect this.

- b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.
- c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer COUNTY

8. General Guidelines for Bridge Design (Continued)

- d. The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The engineer shall furnish design calculations to the Design Division. The designer and checker shall check all calculations and initial each page.
- e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
- f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
- g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.
- h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
- i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
- j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
- k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES
(Services to be provided by L&G Engineering)

1) Project Administration

- a) Negotiation of Scope of Services for Work Authorization
 - i) Acquisition Provider will visit project site with City personnel if necessary.
- b) Project Presence at L&G Consultant Office Headquarters
 - i) Full Project Office
 - (1) No Joint Use of City or TxDOT facilities
 - (2) Open during normal City and State work hours
 - (3) Personnel available to answer questions
 - (4) Availability of Project Files
 - (5) At least one office staff member is required to be a current commissioned notary public.
- c) Overhead Costs
 - i) Administrative costs
- d) Communication
 - i) Provide monthly progress reports with invoice.
 - ii) Participate in project review meetings as determined by the City.
 - iii) Prepare initial property owner contact list for use by the City in distribution of Acquisition Provider introduction letters.
- e) File Management
 - i) Project and parcel files will be kept in the City's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the City office as they are generated or received by the Acquisition Provider, if necessary.
 - ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - iii) Maintain records of all payments including check number, amount, and date paid, etc.
 - iv) Provide copies of all incoming and outgoing correspondence as generated if requested by City at provider conference.
 - v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

- a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.
- b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.
- c) Secure title insurance for all parcels acquired, insuring acceptable title to City of Mission. Written approval by the City required for any exception.

3) Appraisal

- a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
- b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the City/TxDOT. Maintain permission letters with appraisal reports.
- c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable City/TxDOT forms.
- d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- f) As necessary, prepare written notification to City/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
- g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the City of Mission.
- h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the City.
- i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
- j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

4) Appraisal Review

- a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
- b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/City policies and procedures and the Uniform Standards of Professional Appraisal Practices.
- c) Prepare and submit to City the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.
- d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.

5) Appraisal Updates

- a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to City/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

- b) As necessary, prepare written notification to City/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the City of Mission.
- c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City.
- d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the City.
- e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

- a) Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City/TxDOT on applicable City/TxDOT forms.
- d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.
- f) Respond to property owner inquiries verbally and in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel per contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- i) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City/TxDOT policy and procedures.
- j) Prepare final offer letter, documents of conveyance as necessary.
- k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
- l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
- m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
- n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the City Attorney.

7) Closing Service Fees

- a) Coordinate with City and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the City.
- b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
- c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to City for acceptance by the City Council or City Commissioners.

8) Relocation Assistance Services

- 1) There are an estimated 12 relocations or displacements for this contract and L&G will provide relocation advisory services as needed. L&G will provide support to TxDOT in order for TxDOT to accomplish this task.
- 2) L&G will provide advisory services to business displacements and provide support to TxDOT to accomplish this task.
- 3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement.

9) Condemnation Support

- a) Pre-Hearing Support
 - i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
 - iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
 - iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the City Office for submission to the City Attorney's office.
 - v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - vi) Upon receipt of packet prepared by the City Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the City Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
 - vii) The City attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
 - viii) Upon assignment of a court, the City Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
 - ix) Following appointment of Special Commissioners by the judge, the City shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - x) The City shall file all originals with the court and send copies marked "copy" to L & G Engineering.
 - xi) The City Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
 - xii) The City Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, City will approve the new value and the City's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
 - xiii) The City Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the City, Appraiser, and Negotiator.

- xiv) After the hearing is set, the City Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
 - xv) Once the notices have been served, the City Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
 - xvi) The City's Attorney shall send a reminder letter 2-3 weeks in advance to the City Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- d) Post Hearing Support (by City Attorney)
- i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
 - v) Send the Commitment and the Award to City, along with individual special commissioner's billing requesting the payment for their fees.
 - vi) File City warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
 - viii) Send written notices of the date of deposit to the City Administration office and all interested parties.
 - ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
 - x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the City Attorney's office for his further handling in accordance to the Eminent Domain process by the City.

10) Payment Schedule

- 1) Project Administration
 - a) Payment and Milestones
 - i) Full Project Office
 - (1) Lump Sum Basis (assume 1 year project presence)
 - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments of 15% starting the following month.
 - (4) Monthly billing to Hidalgo County PCT #3 will be required.
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis.
 - b) Milestones
 - i) 100% upon securing initial title commitment.
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 100% paid upon delivery of complete and acceptable appraisal report
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones

- i) 100% upon submission of ROW-A-10

- 5) Appraisal Update
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 100% upon delivery of complete and acceptable appraisal update.

- 6) Negotiation, Task, and Fees
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 60% upon presentation of initial offer.
 - ii) 40% upon successful negotiation and all instruments are recorded.

- 7) Closing Service Fees
 - a) Payment
 - i) Per Parcel Basis
 - b) Milestones
 - i) 90% upon recordation of instrument of conveyance.
 - ii) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

ADDITIONAL RESONSIBILITIES**Easements, Letters of Permission, Etc.**

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the **COUNTY** for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, 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, to the extent possible, 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 CADDSEALED in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

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

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

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

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

CD Tape Required (YES or NO): YES

Proposal Time

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

Office Location

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

<u>Service</u>	<u>Office Location</u>
PS&E ROW Acquisition Services	Mission Office

The work effort will be managed out of the _____ Mission _____
 (City)
 office located at 900 South Stewart Rd. _____,
 (Address)
Mission _____, _____ Texas _____.
 (City) (State)

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
Detailed Index of Sheets
2. Typical Sections
3. General Notes and Specifications Data
4. Estimate and Quantity Sheets
5. Storm Water Pollution Prevention Plan (SW3P) Sheets
6. Traffic Control Plans
 - a. Sequence of Construction Layouts
 - b. Detour Plan/Profile/Typical Sections/Quantities
7. Roadway Layouts
 - a. Roadway Plan/Profile Sheets
 - b. Intersection Plan/Profile Sheets
 - c. Intersection Layouts
 - d. Alignment Layouts/Data
 - e. Ramp Layouts/Profiles
 - f. Connection Roads/U-turns Layouts/Profile
8. Roadway Details
 - a. Concrete Pavement Details/Standards
 - b. Concrete Pavement Terminal Anchorage Details/Standards
 - c. Bridge Approach Details/Standards
 - d. Bridge Terminal Anchorage Details/Standards
 - e. Roadway/Median Barrier Details/Standards
 - f. Curb Details
 - g. Driveway Details/Typical Sections/Standards
9. Signing Layouts and Marking Layouts
10. Traffic Signal Layouts
11. Lighting Layouts
12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)
13. Utility Layouts/Profiles
14. Drainage Area Maps and Hydraulic Data
 - a. General Drainage Area Maps
 - b. Stage-Discharge Curves
 - c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
 - d. Drainage Area Maps/Culverts/Storm Sewer
 - e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
 - a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
 - b. Channel Plan/Profiles/Typical Sections
 - c. Box Culvert Plan/Profile
 - d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
 - a. Inlet Details/Standards
 - b. Manhole Details/Standards
 - c. Junction Box Details/Standards
 - d. Safety End Treatment Details/Standards
 - e. Box Culvert Details/Standards
 - f. Culvert Wingwall Details/Standards
 - g. Excavation-Backfill Diaphragms
 - h. Riprap Details/Standards
 - i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
 - a. Summary of Bridge Quantities
 - b. Abutments
 - c. Interior Bents
 - d. Spans
 - e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

- 24. Retaining Wall Layouts/Profiles**
- 25. Retaining Wall Details**
- 26. Retaining Wall Standard Details**
- 27. Guard Fence/Standards and Signal Pole Standards
- 28. Signal/Electrical Details/Standards and Signal Pole Standards
- 29. Signing/Markers/Striping Details/Standards
- 30. Barricade/Construction/Beacon Standards
- 31. Miscellaneous Standards
 - a. Chain Link Fence Standards
 - b. Bridge End Detail/Standards
 - c. Roadway Clearance Details/Standards
 - e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. **Title Sheet**
The engineer shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the engineer.
2. **Project Layout**
The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.
3. **Typical Sections**
See Part IV of the Highway Design, Operations and Procedures Manual.
4. **Sequence of Work Sheets (Traffic Control Plan)**
Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.
5. **Removal Item Sheets**
These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).
6. **Summary Sheets**
Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.
7. **Alignment Layout Sheets**
These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).
8. **Plan Profile Sheet**
Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.
9. **Drainage Area Maps**
Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.
10. **Drainage Plan Profile Sheets**
These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
Use standard sheets.
12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the engineer for modification of special designs.
13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the engineer.
14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.
15. Intersection Details
16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.
17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the engineer.

APPENDIX C - GENERAL PLAN CHECKLIST

Services		
Provided By:		
<u>Engineer</u>	<u>COUNTY</u>	
<u>YES</u>	<u>N/A</u>	Title Sheet
<u>YES</u>	<u>N/A</u>	Project Layout
<u>YES</u>	<u>N/A</u>	Sequence of Work
<u>YES</u>	<u>N/A</u>	Detour Layouts & Profiles
<u>YES</u>	<u>N/A</u>	Construction Pavement Markings
<u>YES</u>	<u>N/A</u>	Signing & Barricades
<u>YES</u>	<u>N/A</u>	Construction Sign & Beacons
<u>YES</u>	<u>N/A</u>	Typical Sections
<u>YES</u>	<u>N/A</u>	Shaping & Finishing Sections
<u>YES</u>	<u>N/A</u>	Slopes Adjacent to Shoulders
<u>YES</u>	<u>N/A</u>	Estimate & Quantities
<u>YES</u>	<u>N/A</u>	General Notes & Specification Data
<u>YES</u>	<u>N/A</u>	Grading Summary
<u>YES</u>	<u>N/A</u>	Miscellaneous Summaries (See following "SUMMARIES" heading)
<u>YES</u>	<u>N/A</u>	Horizontal Curve Data & Alignment Layouts
<u>YES</u>	<u>N/A</u>	Drainage Summaries
<u>YES</u>	<u>N/A</u>	Structure Summaries
<u>YES</u>	<u>N/A</u>	Erosion Control Summary & Details
<u>YES</u>	<u>N/A</u>	Plan/Profile Sheets
<u>YES</u>	<u>N/A</u>	Erosion Control Summary & Details
<u>YES</u>	<u>N/A</u>	Pavement Contours
<u>YES</u>	<u>N/A</u>	Superelevation Transition (If Required)
<u>YES</u>	<u>N/A</u>	Grading Contours
<u>YES</u>	<u>N/A</u>	Guard Fence Layouts
<u>YES</u>	<u>N/A</u>	Storm Water Pollution Prevention Plans (SW3P)
<u>YES</u>	<u>N/A</u>	Drainage Area Maps
<u>YES</u>	<u>N/A</u>	Hydraulic Data
<u>YES</u>	<u>N/A</u>	Drainage Sheets
<u>YES</u>	<u>N/A</u>	Bridge Hydrology Sheets
<u>YES</u>	<u>N/A</u>	Inlet & Manhole Details
<u>YES</u>	<u>N/A</u>	Utility Support Details
<u>YES</u>	<u>N/A</u>	Culvert Cross Sections & Details
<u>YES</u>	<u>N/A</u>	Special Culvert Designs
<u>YES</u>	<u>N/A</u>	Special Drainage Details
<u>YES</u>	<u>N/A</u>	Chain Link Fence Locations
<u>YES</u>	<u>NO</u>	Ramp Details Sheet
<u>YES</u>	<u>N/A</u>	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
<u>YES</u>	<u>NO</u>	Pavement Details
<u>N/A</u>	<u>N/A</u>	Pavement Standard Modification for Concrete Shoulder
<u>N/A</u>	<u>N/A</u>	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services		
Provided By:		
<u>Engineer</u>	<u>COUNTY</u>	
<u>N/A</u>	<u>N/A</u>	Concrete Pavement Contraction Design (CPCD)
<u>N/A</u>	<u>N/A</u>	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
<u>YES</u>	<u>N/A</u>	Bridge Approach Slab Details
<u>YES</u>	<u>N/A</u>	Vehicle Attenuator Details
<u>YES</u>	<u>N/A</u>	Miscellaneous Details
<u>YES</u>	<u>N/A</u>	Wheelchair Ramps
<u>YES</u>	<u>N/A</u>	Pavement Marking Details
<u>YES</u>	<u>N/A</u>	Modified Standards
<u>YES</u>	<u>N/A</u>	List of Standards
<u>YES</u>	<u>N/A</u>	Permanent Signing Plans & Quantities
<u>YES</u>	<u>N/A</u>	Permanent Lighting Plans, Quantities & Standards
<u>YES</u>	<u>N/A</u>	Bridge Layout(s)
<u>YES</u>	<u>NO</u>	Bridge Details
<u>YES</u>	<u>N/A</u>	Retaining Wall Layout(s)
<u>YES</u>	<u>N/A</u>	Retaining Wall Details
<u>N/A</u>	<u>N/A</u>	Pumphouse Details
<u>YES</u>	<u>N/A</u>	Underdrain Details (Retaining Walls)
<u>YES</u>	<u>N/A</u>	Culvert Standards
<u>N/A</u>	<u>N/A</u>	Soil Profile
<u>YES</u>	<u>N/A</u>	Temporary Traffic Signals
<u>YES</u>	<u>N/A</u>	Design Cross Sections
<u>YES</u>	<u>NO</u>	Estimate
<u>YES</u>	<u>N/A</u>	List of Standard Specification, Special Provisions & Special Specifications
<u>YES</u>	<u>N/A</u>	Detour Special Provisions (If Required)
<u>YES</u>	<u>N/A</u>	Construction Time Estimate
<u>NO</u>	<u>N/A</u>	Critical Path Method (CPM)
<u>YES</u>	<u>NO</u>	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services
 Provided By:
 Engineer COUNTY

Miscellaneous

YES N/A Conduit Requirements
YES N/A Traffic signal Requirements

Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)

- Salvaging and Placing Topsoil
- Prepare ROW
- Remove Old Structures
- Scarify Existing Pavement
- Remove Old Concrete Curb of Curb and Gutter (C&G)
- Remove Old Concrete Pavement
- Remove Old Concrete Riprap
- Remove Metal Beam Guard Fence
- Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
- Temporary Guard Fence (TEMPGF)
- Summary of Concrete Flumes
- Curbs
- Adjust Manholes & Inlets
- NO Underdrains
- Base and Pavement
- Large Structure
- Concrete Riprap (RR8 & RR9)
- Temporary Portable Concrete Barrier (PCBR)
- Concrete Traffic Barrier
- Vehicle Attenuator
- Guard Rail Energy Absorbing Terminal (Great System)
- Pavement Markings & Blast Cleaning (Thermoplastic)
- Retaining Walls
- Large Structure Summaries
- Small Structure Summaries
- Earthwork (Roadway & Channel) & Channel Details
- Culverts
- Detours
- Seeding or Mulch Sod - Quantity Only
- Inlet & Manholes
- Sidewalks
- Construction Pavement Markings
- Driveways
- Concrete Median
- Storm Sewers
- Head Walls & Safety End Treatments
- Curb Openings
- Manholes
- Chain Link Fence, Remove & Replace Chain Link Fence
- Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "D"
ENGINEERING AND RIGHT-OF-WAY ACQUISITION FEE
ESTIMATE FOR FM 681
FY 2009 - FY 2011 PROJECT

ROADWAY PROJECT:	FM 681 (MILE 7)	
LIMITS:	FM 2221 to SH 107	
EXISTING ROADWAY SECTION:	variable 40 - Rural	
EXISTING ADT:	15000	
EXISTING ROW WIDTH:	80 Varies	
PROPOSED ROADWAY SECTION:	4-lane divided urban	
PROPOSED ROW WIDTH:	150-ft	
ESTIMATED CONSTRUCTION COST.....	\$7,524,000.00	
LENGTH:	1.80 Miles	
ESTIMATED PROJECT COSTS	STATE	LOCAL
ROADWAY CONSTRUCTION COST	\$7,524,000.00	
Construction Cost		
PHASE I - PLANNING& DESIGN		
Schematic		PD
Field Surveys for Schematic	PD	\$ -
Environmental Assessment (includes Historical and Archival)		PD
Public Involvement for County (1 public meeting and 1 public hearing)		PD
Field Surveys for Design and Construction		\$ 115,847.32
PS&E Development (8% of Const)		\$ 601,920.00
Additional Work for Splitting project into two (2) PS&E set of plans		\$ 34,566.98
Signal,Pv't Mrkings and Sign Design		\$ 81,509.43
PHASE II - RIGHT OF WAY COSTS		
Compensible Utilities	\$ 339,622.64	\$ 5,094.34
Estimated ROW Parcels		53
ROW Map (@ \$3100/parcel)		\$ 164,300.00
Additional Work for Splitting Right-of-Way Map		\$ 4,150.00
Roadway Right-of-Way Costs - @ \$3.50 average/sq ft	\$ 2,583,294.79	\$ 38,716.98 *
Relocation Costs (Estimated 8 Relocations)	\$ 169,811.32	-
Roadway Right-of-Way Costs - Acq.Services (Est. 53 Parcels) please reference the sheet 4 of 4 of this Exhibit.		\$ 707,752.83
PHASE III - CONSTRUCTION		
TxDOT Construction Inspection (11%)	\$ 827,640.00	
L&G Construction Management		\$ 30,566.04
SUB-TOTAL	\$11,444,989.75	\$1,745,708.98
TOTAL PROJECT COST		\$13,190,698.73

TOTAL PROPOSED ENGINEERING AND ROW ACQUISITION FEE

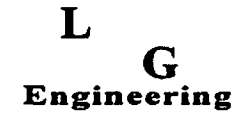
\$1,740,612.60

HIDALGO COUNTY PCT #3 BUDGET SCHEDULE			
ENGINEERING	FY 2009		\$ 963,576.75
ENGINEERING, UTILITIES & ROW ACQUISITION	FY 2010		\$ 358,970.75
MANAGEMENT & ROW ACQUISITION	FY 2011		\$ 384,442.45

- State Estimated Cost
- Local Estimated Cost
- Total Project Estimated Cost

* This cost is not included as part of the Engineering and Acquisition Fee.

EXHIBIT "D"
FEE SCHEDULE TO DEVELOP TWO (2) SETS OF PLANS



FM 681: Limits: FM 2221 to SH 107 - Budget Breakdown

		MANHOURS		
EXTRA WORK TO COMPLETE TWO (2) PLAN SETS		Senior Transp. Engineer	Senior CADD Designer	Total
TASK				
1	Title Page	3	5	8
2	Index of Sheets	3	5	8
3	Project Layout	2	4	6
4	Typical Sections	2	2	4
5	Estimate & Quantities	14	7	21
6	Traffic Control Plan (TCP)	9	10	19
7	Plan & Profile Sheets	5	7	12
8	U&D's/DAM's	5	7	12
9	Signing /Striping	5	9	14
10	Develop SW3P/EPIC	4	3	7
11	Revise Right-of-Way Map (See Proposal by J. Hinojosa Engineering)			
Total Sheets/Labor Hours		52	59	111
Contract Rates		\$ 142.14	\$ 64.26	
Direct Salary Cost		\$ 7,391.28	\$ 3,791.34	\$ 11,182.62
Overhead Multiplier		171.700%	\$ 6,509.73	\$ 19,200.56
Fixed Fee		12.50%	\$ 1,287.63	\$ 3,797.90
Total Labor Costs		\$ 22,592.37	\$ 11,588.70	\$ 34,181.08

Expenses:

Javier Hinojosa Engineering/CVQ Surveyors, LLC.
 Revise Right-of-Way Map (See Exhibit D - Page 3 of 4)

\$ 4,150.00

L&G Engineering

Printing Reproduction

\$ 385.90

Total Expenses

\$ 4,535.90

L&G Total Cost

\$ 38,716.98

EXHIBIT "D"
RIGHT-OF-WAY MAP ADDITONAL WORK

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.rr.com

TBPE FIRM NO. F-1295

PROJECT: FM 681 (FM 2221 to SH 107)					
Project No: 090419					
TASK DESCRIPTION: FNC 130 Preliminary ROW Determination					
	RPLS	SURVEY TECH	CADD TECH	CADD WORKSTATION	Total Labor Hrs & Cost
1.Revised ROW Map					
Revised ROW map	10	3	30	30	73
TOTAL LABOR HOURS	10	3	30	30	73
LABOR RATE PER HOUR	\$ 115.00	\$ 75.00	\$ 70.00	\$ 20.00	
TOTAL LABOR COSTS	\$ 1,150.00	\$ 225.00	\$ 2,100.00	\$ 600.00	\$ 4,075.00
DIRECT EXPENSES:					
Reproduction and Deliveries					\$75.00
TOTAL					\$ 4,150.00

EXHIBIT "D"
FEE SCHEDULE - L&G ENGINEERING'S ROW ACQUISITION SERVICES

FM 681
 Limits: From FM 2221 to SH 107
 CSJ:0669-01-043

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
53 parcels	\$5,094.34	\$600.00	\$2,700.00	\$800.00		\$3,500.00	\$200.00		
Sub Total of Tasks	\$270,000.00	\$31,800.00	\$143,100.00	\$42,400.00	\$9,500.00 *	\$185,500.00	\$10,600.00	\$12,000.00	\$704,900.00

(*) Appraisal Updates estimated at 35% of 53 parcels (19) at \$500.00 each.
 (**) Relocation assistance cost is for providing support data to TxDOT (Estimated 8 Relocations), so that TxDOT can perform the Relocation task.
 •Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

L&G Engineering Direct Expenses		Unit	Rate	Qty	Total
Auto Mileage		MI	\$0.55	2717	\$1,494
Reproduction Costs		EA	\$0.20	6792	\$1,358
Total Direct Expenses					\$2,853
TOTAL L & G ENGINEERING PROJECT COSTS					<u>\$707,752.83</u>

Hidalgo County Pct. No. 3 / L&G Engineering
 FM 681 (FM 2221 to SH 107) C-09-192-06-08
 Supplemental Agreement No. 1 to WA No. 1- Exhibit "F"

Exhibit "H"

TxDOT E-MAIL

Marie Bustamante

From: Joseph Leal [mailto:Joseph.Leal@txdot.gov]
Sent: Monday, August 02, 2010 8:51 AM
To: Robert Macheska
Cc: Anthony Garza; David Saenz; Velma Garcia
Subject: FM 681/ FM 2221 project split and schedules

Robert, based on project construction funding, our Hidalgo County Metropolitan Transportation Plan has been updated. The FM 2221/ FM 681 PS&E needs to be split and regrouped based on the letting dates/CSJs/Limits below. Please forward a revised plan development schedule for:

Letting 9/12

0669-01-043 FM 681 From FM 681 N to SH107

0862-01-902 FM 2221 From 0.1 Mi West of Moorefield Rd to FM 681

Letting 9/13

0862-01-037 FM 2221 From SH 364 (La Homa) to 0.1 Mi West of Moorefield Rd

Final FONSI approved 7/13/2010 see attached. We are pending the letter. Thanks

=====
TxDOT is going Green to keep our air clean.
Find out how at
www.drivecleanacrosstexas.org



Form ROW-RM-37
 Replaces Form ROW-RM-37 and ROW-RM-38
 (Rev. 4/2006)
 GSD-EPC
 Page 1 of 5

EXHIBIT "I"

Right-of-Way Agreement

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
 District: Pharr District

Federal Project No: n/a
 Highway: FM 681

ROW CSJ No: 0669-01-052
 CCSJ: 0669-01-043

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 13th day of September, 2010, hereinafter called the Local Government, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 681 from FM 2221 to SH 107, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the State and the Local Government;

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving an Eighty Five percent (85%) adjustment to the required Ten percent (10%) Local Government cost participation for this Ninety percent (90%) State and Ten percent (10%) Local Government project, thereby resulting in a Local Government net contribution amount of one and five tenths (1.5%) participation and State participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the Local Government to proceed with acquisition and the State agrees to reimburse the Local Government for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual agreement between the State and Local Government that there should be waived the requirement that the Local Government submit to the State property value determinations for any part of the required right of way, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**. The State's reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. **IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.**

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any pending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.



Form ROW-RM-37
 Replaces Form ROW-RM-37 and ROW-RM-38
 (Rev. 4/2006)
 GSD-EPC
 Page 1 of 5

EXHIBIT "J"

Right-of-Way Agreement

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
 District: Pharr

Federal Project No: n/a
 Highway: FM 2221

ROW CSJ No: 0862-01-046
 CCSJ:0862-01-037

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 13th day of September, 2010, hereinafter called the Local Government, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2221 from 0.25 MI W of SH 364 (La Homa) to 0.25 MI W of Moorefield Road, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the State and the Local Government;

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) Local Government cost participation for this Ninety percent (90%) State and Ten percent (10%) Local Government project, thereby resulting in a Local Government net contribution amount of one and five tenths (1.5%) participation and State participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the Local Government to proceed with acquisition and the State agrees to reimburse the Local Government for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual agreement between the State and Local Government that there should be waived the requirement that the Local Government submit to the State property value determinations for any part of the required right of way, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE.** The State's reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. **IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.**

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.


EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

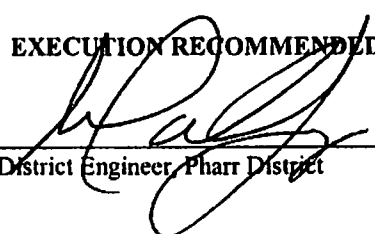
General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

LOCAL GOVERNMENT

By: 
Title: County Judge
Date: 9/14/10

EXECUTION RECOMMENDED:


District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

Date: _____



Form ROW-RM-37
 Replaces Form ROW-RM-37 and ROW-RM-38
 (Rev. 4/2006)
 GSD-EPC
 Page 1 of 5

EXHIBIT "K"

Right-of-Way Agreement

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
 District: Pharr

Federal Project No: n/a
 Highway: FM 2221

ROW CSJ No: 0862-01-048
 CCSJ:0862-01-047

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 13th day of September 2010, hereinafter called the Local Government, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2221 from 0.25 MI W of Moorefield Road to FM 681, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the State and the Local Government;

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) Local Government cost participation for this Ninety percent (90%) State and Ten percent (10%) Local Government project, thereby resulting in a Local Government net contribution amount of one and five tenths (1.5%) participation and State participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the Local Government to proceed with acquisition and the State agrees to reimburse the Local Government for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual agreement between the State and Local Government that there should be waived the requirement that the Local Government submit to the State property value determinations for any part of the required right of way, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**. The State's reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. **IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.**

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.


EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

LOCAL GOVERNMENT

By: 
Title: County Judge
Date: 9/14/10

EXECUTION RECOMMENDED:


District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division
Date: _____