

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-333-12-03**

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **L&G ENGINEERING**, professional engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 3rd day of December, 2013, concerning professional engineering services for the "**Shary Road (FM494)**" project from FM 676 (Mile 5) to SH 107 for the preparation of Right-of-Way Map hereinafter referred to as the "**Project**"; and,

WHEREAS, it has become necessary to amend "*Exhibit B, Scope of Services to be provided by the Engineer*" of Work Authorization No. 2; and

WHEREAS, it has become necessary to amend "*Exhibit D-1 – Fee Schedules of Work Authorization No. 2*"; and,

WHEREAS, the Estimated Cost will decrease from the original Work Authorization No. 2 amount of **\$228,000.00 to \$218,400.00**; therefore the amount of Supplemental No. 1 is **(\$9,600.00)**.

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

1. Sections of the Agreement, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D-1" – PROJECT ESTIMATED FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplement.

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

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2020.

**THE ENGINEER:
ENGINEER**

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

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Richard Cortez, County Judge

LIST OF EXHIBITS:

- EXHIBIT A – Services to be provided by the Owner
- EXHIBIT B – Services to be provided by the Engineer
- EXHIBIT C – Work Schedule
- EXHIBIT D-1 – Estimated Man-hour Breakdown

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

SECTION 1-PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO

CONTROL: CSJ: 0864-01-068

PROJECT/DESCRIPTION: RIGHT-OF-WAY ACQUISITION
CONSTRUCTION MANAGEMENT
LOCAL LET/BID DOCUMENTATION

LENGTH: 2.35 MILES

HIGHWAY: FM 494 (SHARY ROAD)

LIMITS: FM 676 (MILE 5) TO SH 107

PROJECT CLASSIFICATION

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

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

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

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

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services
Provided By:
ENGINEER LPA

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

YES NO 1) The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

YES NO 2) The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

YES NO 3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the LPA and act as the LPA's representative as provided in the General Condition of the Construction Contract.

YES NO 4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

YES NO 5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the LPA against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the LPA of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

NO NO 6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the LPA for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

YES NO a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

NO NO b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

YES NO 8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

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

<u>NO</u>	<u>NO</u>	9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
<u>NO</u>	<u>NO</u>	a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
<u>NO</u>	<u>NO</u>	b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
<u>NO</u>	<u>NO</u>	10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA.
<u>NO</u>	<u>NO</u>	11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished five (5) set of prints.
<u>NO</u>	<u>NO</u>	<u>CONSTRUCTION MATERIAL TESTING:</u>

The ENGINEER will provide the LPA with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
- (g) Any additional laboratory testing as required/requested by the LPA and the project plans and specifications.
- (h) Providing accurate and timely reports to the LPA and all/other recipients as designated by the LPA.
- (i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

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

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(TO INCREASE PARCELS FROM 32 TO 33 OUT OF 55 PARCELS

(Services to be provided by L&G Engineering)

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	1) PROJECT ADMINISTRATION
		a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
<u>YES</u>	<u>NO</u>	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY facilities
		(2) Open during normal COUNTY 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.
<u>YES</u>	<u>NO</u>	c) Overhead Costs
		i) Administrative costs
<u>YES</u>	<u>NO</u>	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
<u>YES</u>	<u>NO</u>	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
<u>YES</u>	<u>NO</u>	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
<u>YES</u>	<u>NO</u>	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
<u>YES</u>	<u>NO</u>	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

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

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
		3) APPRAISAL
<u>YES</u>	<u>NO</u>	a) Appraiser may be selected from TxDOT's Department Certificate for Professional Real Estate 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.
<u>YES</u>	<u>NO</u>	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY. Maintain permission letters with appraisal reports.
<u>YES</u>	<u>NO</u>	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY forms.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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 COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	f) As necessary, prepare written notification to COUNTY of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
<u>YES</u>	<u>NO</u>	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by COUNTY.
<u>YES</u>	<u>NO</u>	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or COUNTY.
<u>YES</u>	<u>NO</u>	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
<u>YES</u>	<u>NO</u>	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
<u>YES</u>	<u>NO</u>	a) Review Appraiser may be selected from TxDOT's from TxDOT's Department Certificate for Professional Real Estate 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.
<u>YES</u>	<u>NO</u>	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
<u>YES</u>	<u>NO</u>	c) Prepare and submit to COUNTY the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

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SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
ENGINEER LPA

YES NO d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

YES NO a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

YES NO b) As necessary, prepare written notification to COUNTY 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 COUNTY.

YES NO c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY.

YES NO d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

YES NO 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 (Negotiations of Providers must be licensed as either a broker or sales agent under the Real Estate License Act)

YES NO a) Analyze appraisal and appraisal review reports and confirm the COUNTY's approved value prior to making offer for each parcel.

YES NO b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

YES NO c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY on applicable COUNTY forms.

YES NO d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

YES NO e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).

YES NO f) Respond to property owner inquiries verbally and in writing within two business days.

YES NO g) Prepare a separate negotiator contact report for each parcel per contact.

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

Services Provided By:		
<u>ENGINEER</u>	<u>LPA</u>	
<u>YES</u>	<u>NO</u>	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
<u>YES</u>	<u>NO</u>	i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY policy and procedures.
<u>YES</u>	<u>NO</u>	j) Prepare final offer letter, documents of conveyance as necessary.
<u>YES</u>	<u>NO</u>	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
<u>YES</u>	<u>NO</u>	n) The consultant estimates 20% of the parcels to be acquired through the condemnation proceedings. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
<u>YES</u>	<u>NO</u>	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
<u>YES</u>	<u>NO</u>	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
<u>YES</u>	<u>NO</u>	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 COUNTY for acceptance by the COUNTY.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
<u>YES</u>	<u>NO</u>	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
<u>YES</u>	<u>NO</u>	b) L&G will provide advisory services to business displacements and relocate them effectively.
<u>YES</u>	<u>NO</u>	c) COUNTY will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
<u>YES</u>	<u>NO</u>	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. <u>Spouses of owners must also be joined.</u>

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

Services
Provided By:
ENGINEER LPA

- iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
 - v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
 - vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
 - viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
 - ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
 - xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
 - xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
 - xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
 - xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
 - xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
 - xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- YES NO
- b) Post Hearing Support (by COUNTY Attorney)
 - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

EXHIBIT "B"
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Services
Provided By:
ENGINEER LPA

- v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
- vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
- vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
- viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
- ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
- x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- | | | |
|-----------|-----------|--|
| <u>NO</u> | <u>NO</u> | a) Preliminary Design Consultations <ul style="list-style-type: none">i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers. |
| <u>NO</u> | <u>NO</u> | b) Field Observations and Verifications <ul style="list-style-type: none">i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service. |
| <u>NO</u> | <u>NO</u> | c) Exchange of Information with Utility Providers <ul style="list-style-type: none">i) Provide project schedule.ii) Request schedules for utility adjustments.iii) Identify who is responsible for utility process. |
| <u>NO</u> | <u>NO</u> | d) Confirmation of Property Interests <ul style="list-style-type: none">i) Request Documents.ii) Coordination of data on maps and citation of property interest documents.iii) Confirm utilities are within easements. |
| <u>NO</u> | <u>NO</u> | e) Coordination of Agreements <ul style="list-style-type: none">i) Identify utilities that are compensable.ii) Determine parties and agreements necessary to complete compensable process.iii) Coordinate execution and processing of Standard Utility Agreements. |
| <u>NO</u> | <u>NO</u> | f) Utility Meetings throughout project development <ul style="list-style-type: none">i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.ii) Attend and participate in meetings by other parties. |

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

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 LPA 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 LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA 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 LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

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

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA 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 LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA'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>
Construction Management	Mission Office
Local Let/Bid Documentation	Mission Office
Project Management	Mission Office
Right-of-Way Acquisition	Mission Office

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

Office located at 900 S. Stewart Rd., _____,
(Address)
Mission, Texas 78570.
(City) (State) (Zip)

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

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

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

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

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
 - a. Inlet Details/Standards
 - b. Manhole Details/Standards
 - c. Junction Box Details/Standards
 - d. Safety End Treatment Details/Standards
 - e. Box Culvert Details/Standards
 - f. Culvert Wingwall Details/Standards
 - g. Excavation-Backfill 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

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
 - a. Chain Link Fence Standards
 - b. Bridge End Detail/Standards
 - c. Roadway Clearance Details/Standards
 - e. Attenuator Standards

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

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

APPENDIX B - PLAN PREPARATION PROCEDURES

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

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

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.
13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.
14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.
15. Intersection Details
16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.
17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
 - (1) Drilled shaft size and length
 - (2) Soil strength used for design {indicate basis and boring(s) used}
 - (3) Design height
 - (4) Tower height
 - (5) Leg spacings and
 - (6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

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

APPENDIX C - GENERAL PLAN CHECKLIST

Services
 Provided By:
ENGINEER LPA

___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

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

APPENDIX C - GENERAL PLAN CHECKLIST (continued)

Services
 Provided By:
ENGINEER LPA

- | | | |
|-----|-----|---|
| ___ | ___ | Permanent Lighting Plans, Quantities & Standards |
| ___ | ___ | Bridge Layout(s) |
| ___ | ___ | Bridge Details |
| ___ | ___ | Retaining Wall Layout(s) |
| ___ | ___ | Retaining Wall Details |
| ___ | ___ | Pumphouse Details |
| ___ | ___ | Underdrain Details (Retaining Walls) |
| ___ | ___ | Culvert Standards |
| ___ | ___ | Soil Profile |
| ___ | ___ | Temporary Traffic Signals |
| ___ | ___ | Design Cross Sections |
| ___ | ___ | Estimate |
| ___ | ___ | List of Standard Specification, Special Provisions & Special Specifications |
| ___ | ___ | Detour Special Provisions (If Required) |
| ___ | ___ | Construction Time Estimate |
| ___ | ___ | Critical Path Method (CPM) |
| ___ | ___ | Unit Price Documentation |

Miscellaneous

- | | | |
|-----|-----|-----------------------------|
| ___ | ___ | Conduit Requirements |
| ___ | ___ | Traffic signal Requirements |

Summaries

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

- | | | |
|-----|-----|---|
| ___ | ___ | Salvaging and Placing Topsoil |
| ___ | ___ | Prepare ROW |
| ___ | ___ | Remove Old Structures |
| ___ | ___ | Scarify Existing Pavement |
| ___ | ___ | Remove Old Concrete Curb of Curb and Gutter (C&G) |
| ___ | ___ | Remove Old Concrete Pavement |
| ___ | ___ | Remove Old Concrete Riprap |
| ___ | ___ | Remove Metal Beam Guard Fence |
| ___ | ___ | Galvanized steel Beam Guard Fence (12Ga) (GSBGF) |
| ___ | ___ | Temporary Guard Fence (TEMPGF) |
| ___ | ___ | Summary of Concrete Flumes |
| ___ | ___ | Curbs |
| ___ | ___ | Adjust Manholes & Inlets |
| ___ | ___ | Underdrains |
| ___ | ___ | Base and Pavement |
| ___ | ___ | Large Structure |
| ___ | ___ | Concrete Riprap (RR8 & RR9) |
| ___ | ___ | Temporary Portable Concrete Barrier (PCBR) |
| ___ | ___ | Concrete Traffic Barrier |
| ___ | ___ | Vehicle Attenuator |
| ___ | ___ | Guard Rail Energy Absorbing Terminal (Great System) |
| ___ | ___ | Pavement Markings & Blast Cleaning (Thermoplastic) |
| ___ | ___ | Retaining Walls |
| ___ | ___ | Large Structure Summaries |
| ___ | ___ | Small Structure Summaries |

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

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services
Provided By:
ENGINEER LPA

Summaries

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

___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Local Government Project – Plan Development Review Checklist

Project CSJ#: _____ Project Info: _____
 Local Government: _____ TxDOT District: _____

Item	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (insert name below):	LG Date Verified	Task Completion Verified By TxDOT (insert name below):	TxDOT Date Verified
Advanced Funding Agreement						
DOCUMENTATION/COORDINATION ITEMS						
LG DUNS # and Zip Code +4 provided to TxDOT district	<input type="checkbox"/>					
District verifies DUNS # and forwards DUNS # and Zip Code +4 to FIN-LLM	<input type="checkbox"/>					
AFA map of project matches PS&E layout.	<input type="checkbox"/>					
Project budget and description matches TxDOT finance information (DCIS).	<input type="checkbox"/>					
Engineering design guidelines for geometrics are specified (e.g. AASHTO, TxDOT, ADAAG, etc.).	<input type="checkbox"/>					
Clear statement of project development responsibilities between TxDOT and LG (ROW mapping and acquisition, utility relocation, environmental, design, construction).	<input type="checkbox"/>					
Statement of applicability of LGPP and need for "Qualified Person."	<input type="checkbox"/>					
Statement of latest allowable letting date (if responsibility of LG) or risk of having funding withdrawn.	<input type="checkbox"/>					
Statement of milestones LG must accomplish including dates to allow project to be added to TxDOT's 24-month letting schedule.	<input type="checkbox"/>					
On MPO agreements, statement that CMAQ funds (if applicable) may be withdrawn if not committed to project that advances within a specified year.	<input type="checkbox"/>					
Document signed and dated by appropriate signing authority for LG and TxDOT.	<input type="checkbox"/>					
Statement indicating if there is any retainage withheld from LG on interim reimbursements.	<input type="checkbox"/>					
All amendments to AFA meet above requirements.	<input type="checkbox"/>					



Local Government Project -- Plan Development Review Checklist

DOCUMENTATION ITEMS						
Professional Services Procurement Review						
TxDOT verifies LGPP training for LG "Qualified Person."	<input type="checkbox"/>					
TxDOT pre-approval of LG procurement process.	<input type="checkbox"/>					
LG issues Notices of Intent/Request for Qualifications (NOI/RFQ) or advertisement.	<input type="checkbox"/>					
LG receives Letters of Interest/Statements of Qualifications (LOI/SOQ).	<input type="checkbox"/>					
LG performs screenings/evaluations of LOIs/SOQs and related correspondence.	<input type="checkbox"/>					
LG issues invitations to providers selected for interviews.	<input type="checkbox"/>					
LG evaluation of interviewed providers.	<input type="checkbox"/>					
LG notifies highest-ranked provider and requests scope, manhour and price proposal.	<input type="checkbox"/>					
LG reviews proposal from highest ranked proposer and negotiates contract.	<input type="checkbox"/>					
All state and federal required contract clauses must be included in contract.	<input type="checkbox"/>					
LG and selected provider execute contract.	<input type="checkbox"/>					
LG submits copy of Professional Services Contract to TxDOT.	<input type="checkbox"/>					
LG sends letters/correspondence to provider(s) not selected.	<input type="checkbox"/>					
LG retains documentation indicating a qualifications-based procurement process.	<input type="checkbox"/>					
Engineering and Architectural Design Schematics and Layout Checklist						
DESIGN SCHEMATICS AND LAYOUT						
Project schematics and layout match AFA map.	<input type="checkbox"/>					
On-system design complies with TxDOT's Access Management Manual and TxDOT's Roadway Design Manual.	<input type="checkbox"/>					
LG prepares Interstate Access Justification Report and traffic analysis	<input type="checkbox"/>					
LG prepares Design Concept Conference Summary Report.	<input type="checkbox"/>					
LG prepares Form 1002 (PS&E Submission Data), Page 3 - Basic Design Data.	<input type="checkbox"/>					
Design exceptions submitted to TxDOT for approval (with conditions noted, if any).	<input type="checkbox"/>					
Design waiver requests submitted to TxDOT (granted with conditions, if any).	<input type="checkbox"/>					
Design variance requests submitted to TxDOT (granted with conditions, if any).	<input type="checkbox"/>					
LG submits plans to IDLR or RAS PS&E for review of pedestrian elements, if greater than \$50,000.	<input type="checkbox"/>					
LG submits schematic layout (or 30% drawings) to TxDOT for approval.	<input type="checkbox"/>					
Other TxDOT approvals (describe).	<input type="checkbox"/>					

Local Government Project -- Plan Development Review Checklist

Right-of-Way Review Checklist - On System						
DOCUMENTATION/COORDINATION ITEMS						
<input type="checkbox"/>	A final Right-of-Way Map listing all right-of-way parcels (see title and/or easements/drainage easements) required for the project, including the grantor's names and the recording references.					
<input type="checkbox"/>	A Right-of-Way Map checklist available or on file documenting the Right-of-Way Map is in conformance with TxDOT's Right-of-Way Manual.					
<input type="checkbox"/>	TxDOT has entered project and parcel information into the Right-of-Way Information System (ROWS).					
<input type="checkbox"/>	All of the original deeds, easements and/or condemnation judgments that have been recorded in the real property official records of the proper county, conveying title into the state of Texas, for all right-of-way parcels listed on the final right-of-way map.					
<input type="checkbox"/>	Title insurance policies insuring title in the name of the State of Texas for all rights of way and/or easements acquired.					
<input type="checkbox"/>	TxDOT completion of a Title III audit of the right-of-way parcel files utilizing TxDOT's separate Title III Parcel Review Checklist. (If no, a TxDOT representative should arrange to complete a review of the parcel acquisition documentation utilizing the Title III Parcel Review Checklist.)					
<input type="checkbox"/>	Evidence that identified deficiencies in the Title III audit been corrected or satisfied.					
<input type="checkbox"/>	Certification that any ROW parcels which will not be cleared prior to commencement of construction contract will be cleared so as not to affect construction activities other than as defined in the construction contract documents.					
<input type="checkbox"/>	Certification provided that all ROW is cleared.					
UTILITIES REVIEW CHECKLIST						
DOCUMENTATION/COORDINATION ITEMS						
<input type="checkbox"/>	A complete inventory, description and location of all utilities that were relocated and/or adjusted and permitted to remain within the right of way.					
<input type="checkbox"/>	Copies of any and all use and occupancy agreements (Form ROW-U-JUA or MNT 1082) for those utilities that were relocated and/or adjusted and permitted to remain within the right of way.					
<input type="checkbox"/>	Certification for any utilities that will not be relocated prior to commencement of construction contract will be completed so as not to affect construction activities other than as defined in the construction contract documents.					
<input type="checkbox"/>	Utility certifications stating that all utilities needing to be adjusted and/or relocated for completion of the construction activity have been adjusted in accordance with applicable state laws, regulations, rules, policies and procedures (43 TAC Chapter 21, Subchapters B & C and the TxDOT ROW Utility Manual).					
<input type="checkbox"/>	Evidence all exceptions to Utility Accommodation Rules have been approved and documented (Form ROW-U-CFA).					



Local Government Project -- Plan Development Review Checklist

Engineering and Architectural Design Checklist						
DESIGN REVIEW						
Verify if TxDOT or Federal oversight project.	<input type="checkbox"/>					
Drainage complies with TxDOT's Hydraulic Design Manual.	<input type="checkbox"/>					
Coordination with FEMA performed, if necessary.	<input type="checkbox"/>					
Bridges designs reviewed by TxDOT (complies with TxDOT Bridge Design Manual).	<input type="checkbox"/>					
Bridges over waterway approved by USCOE or other agencies.	<input type="checkbox"/>					
LG has constructability review performed.	<input type="checkbox"/>					
Construction sequencing reviewed and approved by TxDOT.	<input type="checkbox"/>					
Traffic design complies with design criteria.	<input type="checkbox"/>					
Traffic design complies with TMUTCD.	<input type="checkbox"/>					
Traffic control plans (maintenance of traffic) reviewed and approved by TxDOT.	<input type="checkbox"/>					
Pavement design based upon traffic data from district reviewed and approved by TxDOT.	<input type="checkbox"/>					
Geotechnical investigation report reviewed and approved by TxDOT.	<input type="checkbox"/>					
Landscape design in accordance with TxDOT Landscape and Aesthetics Design Manual.	<input type="checkbox"/>					
Longitudinal barriers, including bridge rail, in accordance with TxDOT manuals and standards.	<input type="checkbox"/>					
Road closure/detour plans reviewed and approved by TxDOT.	<input type="checkbox"/>					
Includes TxDOT Standard Specifications, Special Specifications and required Special Provisions as required in funding agreement or previously approved by TxDOT.	<input type="checkbox"/>					
Special Provisions or alternate specifications, if allowed by state regulation, have TxDOT approval.	<input type="checkbox"/>					
No proprietary materials or processes specified, unless approved by TxDOT.	<input type="checkbox"/>					
Environmental Permits Issues and Commitments (EPIC) sheet in plans.	<input type="checkbox"/>					
Storm Water Pollution Prevention Plans included in plans.	<input type="checkbox"/>					
Existing and proposed ROW lines (including control of access lines) shown on plans.	<input type="checkbox"/>					
Existing and proposed utility locations shown on plans.	<input type="checkbox"/>					
District obtains plan and estimate approval from TRF on Safe Routes to Schools projects	<input type="checkbox"/>					
Value engineering study completed for project >\$50M or bridge cost > \$40M.	<input type="checkbox"/>					
Bid Document Checklist						
BID DOCUMENT REVIEW						
Bonding						
1. Bid document indicate performance bonds are required if the contract is in excess of \$100,000.	<input type="checkbox"/>					
2. Bid document indicate payment bonds are required if the contract is in excess of \$25,000 (\$50,000 for municipalities).	<input type="checkbox"/>					
Buy America						
1. If there are federal funds, LG includes contract provisions in bid document addressing Buy America.	<input type="checkbox"/>					
2. Assurance that, if there are federal funds, LG prepared any requests for waivers and submitted the request through TxDOT to FHWA for approval prior to advertisement for receipt of bids.	<input type="checkbox"/>					
Child Support Documentation						
1. LG includes certification of Child Support Statement and form for Business Ownership (list of names and Social Security numbers of all individuals owning 25% or more of company) required by Family Code §231.006 in all bid documents.	<input type="checkbox"/>					

Local Government Project - Plan Development Review Checklist

Contract Time						
1. TXDOT reviews and concurs in LG time determination. Calendar days or work days clearly defined.	<input type="checkbox"/>					
Debarment Certification						
1. LG includes debarment certification in all bid documents for projects with federal funds.	<input type="checkbox"/>					
Designated Material Sources/Disposal Sites						
1. If LG wants to furnish material to a contractor, designate a source of material for the contractor or require the contractor to use designated disposal sites. LG makes a formal finding that it is in the public's interest to do so.	<input type="checkbox"/>					
2. Public interest determination must have TXDOT concurrence. For federal oversight projects, FHWA approval required.	<input type="checkbox"/>					
3. All materials specifications approved by TXDOT, including any designated source. For federal oversight projects, FHWA approval required.	<input type="checkbox"/>					
Disadvantaged Business Enterprises (DBEs), Historically Underutilized Businesses (HUBs), and Small Business Enterprises (SBEs)						
1. Participation in TXDOT's approved DBE program required for projects with federal funds. LG executes Memorandum of Understanding with TXDOT.	<input type="checkbox"/>					
2. TXDOT-OCR established project goal included in bid document.	<input type="checkbox"/>					
3. DBE provisions included in bid document.	<input type="checkbox"/>					
Title VI and Nondiscrimination Program						
1. LG adopts TXDOT's EEO program or submits and receives approval from FHWA of alternate program.	<input type="checkbox"/>					
2. Federal EEO requirements language included in bid document.	<input type="checkbox"/>					
3. In accordance with 23 CFR Part 230 and Form FHWA-1273, LG ensures all federal-aid construction contractors and subcontractors with contracts of \$10,000 or greater do not discriminate and will take affirmative action to assure equal employment opportunity for all persons attendant to the contract. To assure nondiscrimination, LG must have done the following:	<input type="checkbox"/>					
a. All contractors and subcontractors accepted the following as their operating EEO policy verbatim: "It is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or selection for training, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."	<input type="checkbox"/>					
b. All contractors and subcontractors designated and identified an EEO officer.	<input type="checkbox"/>					
c. All contractor and subcontractor personnel authorized to hire, supervise, promote and discharge employees must be fully cognizant of, and will implement, the EEO policy.	<input type="checkbox"/>					
d. All contractors and subcontractors, when recruiting for employees, included in all advertisements for employees the notation: "An Equal-Opportunity-Employer." Contractors and subcontractors also implemented additional recruitment efforts such as utilizing public and private employee-referral services and employee referrals.	<input type="checkbox"/>					
Equipment Rental Rates						
1. LG adopts TXDOT specifications for equipment rental rates or develop procedures based on 48 CFR 31. If LG developed its own rental rates, TXDOT reviews and approves the rates for compliance with the policy before including the rates in a contract proposal.	<input type="checkbox"/>					



Local Government Project -- Plan Development Review Checklist

FHWA Final Rule on Temporary Traffic Control Devices								
1. LG adopts TxDOT's program or submits an alternate for TxDOT approval.	<input type="checkbox"/>							
2. Include bid items for traffic control features and operations and, if used, law enforcement in the bid documents.	<input type="checkbox"/>							
Form FHWA 1273								
1. LG includes Form FHWA-1273 verbatim into all contracts and ensures prime contractor incorporates the provisions into all subcontracts and purchase orders.	<input type="checkbox"/>							
Liquidated Damages and Incentive/Disincentive								
1. LG develops liquidated damage rates to recover the cost of construction engineering and other allowable costs. Must be approved by TxDOT.	<input type="checkbox"/>							
2. LG submits any other desired provisions, such as incentive/disincentive, to TxDOT for approval.	<input type="checkbox"/>							
Lobbying Certification								
1. LG includes certification in all bid documents for projects with federal funds.	<input type="checkbox"/>							
Local Hiring Preference								
1. For projects with federal funds, do not include any state or local hiring preferences in bid documents or request for proposals.	<input type="checkbox"/>							
Materials								
1. LG adopts TxDOT Standard Specifications or submits alternate, comparable specifications to TxDOT for approval.	<input type="checkbox"/>							
Method of Construction (or Method of Bidding)								
1. LG submits its competitive bidding process to TxDOT for approval or submits written cost-effective justification of emergency condition if procurement other than competitive bidding is desired.	<input type="checkbox"/>							
Non-Collusion Statement								
1. Includes non-collusion statement in bid package or in the request for proposal.	<input type="checkbox"/>							
Non-Discrimination Against Persons with Disabilities								
1. All new and existing transportation facilities must be designed and constructed to comply with the provisions of all cited statutes.	<input type="checkbox"/>							
Non-Responsive Bid								
1. On design-bid-build, LG adopts Article 2.7 of TxDOT Standard Specification (Non-Responsive Proposals) or submits alternate for TxDOT approval.	<input type="checkbox"/>							
Non-Segregated Facilities								
1. Advises potential bidders that submission of a bid constitutes the certification of compliance with FHWA Form 1273.	<input type="checkbox"/>							
2. Contractor must get certification from all subcontractors and materials suppliers of greater than \$10,000.	<input type="checkbox"/>							
Quality Assurance Plan								
1. LG adopts TxDOT Quality Assurance program or submits alternate program through TxDOT for FHWA approval.	<input type="checkbox"/>							
Patented/Proprietary Products								
1. LG does not specify patented or proprietary products in its contracts without prior written approval from TxDOT.	<input type="checkbox"/>							



Local Government Project – Plan Development Review Checklist

Prequalification									
1. For projects on the State Highway System, require bidders to be prequalified by TxDOT.									
2. LG submits any additional, desired pre-qualifying/qualifying/licensing procedures to TxDOT for approval.									
3. Does not include a requirement for a contractor to obtain a license as a condition of submitting a bid.									
4. Bid document may require the successful bidder to obtain a license if applied to all bidders if they are successful.									
Prevailing Minimum Wage									
1. Includes FHWA-1273 provisions, including Davis-Bacon wage rates, in contract, request for proposals or concessionaire agreement. Current wages may be obtained at www.access.gpo.gov/davisbacon/ or include appropriate wage rates in bid document in accordance with state statute if no federal funds are used.									
Prison Produced Materials									
1. Prohibits the use of convict-produced materials in bid document.									
Publicly-Owned Equipment									
1. Does not include contract provisions requiring use of LG equipment unless approved in writing by TxDOT.									
Railroad Insurance Provision									
1. Verify LG coordinated with railroad, if necessary.									
2. Includes provision for contractor's railroad liability insurance and other railroad provisions in bid documents; request for proposals or concessionaire agreement.									
Retainage									
1. If retainage is not kept, adopts TxDOT spec Article 9.6 (Progress Payments) including FHWA-approved special provision and includes in bid documents, request for proposals or concessionaire agreement.									
2. Verify that if retainage is kept, incremental final acceptance of subcontracted work will be made.									
Safety: Accident Prevention (OSHA)									
1. Includes provisions in contract to implement OSHA.									
State or Local Preference									
1. If federal funds are used, no state or local preference provisions allowed in contract.									
Subcontracting									
1. LG adopts TxDOT Standard Specification Article 8.8 (Subcontracting) or submits alternate for TxDOT approval.									
2. Includes Contractor's Assurance in bid documents.									
Termination or Default of Contract									
1. LG either adopts Article 8.6 of TxDOT Standard Specs (Abandonment of Work or Default of Contract) or develops comparable contract language for default of contract and includes in bid documents, request for proposals or concessionaire agreement.									
Trench Safety									
1. Includes the required provisions in the bid documents.									
Warranties and Warranty Clauses									
1. LG provides TxDOT with procedures to be used and includes only TxDOT-approved procedures in bid document.									



Local Government Project -- Plan Development Review Checklist

Engineering and Architectural Letter of Authority Checklist					
LETTER OF AUTHORITY (LOA)					
Environmental documents completed and project cleared.	<input type="checkbox"/>				
Railroad agreements completed.	<input type="checkbox"/>				
Updated project cost estimate submitted.	<input type="checkbox"/>				
No funding overruns or adjusted additional funding provided.	<input type="checkbox"/>				
Necessary plans and documents submitted to FHWA, if required.	<input type="checkbox"/>				
FPAA request created by FIN-LM. Confirm FPAA matches AFA on funding amount and percentages.	<input type="checkbox"/>				
Signed Federal Procurement Authorization Agreement (FPAA) received.	<input type="checkbox"/>				
FHWA approves Letter of Authority on Federal-oversight projects	<input type="checkbox"/>				
District issues State Letter of Authority on state-oversight projects	<input type="checkbox"/>				
Signed Plans Title Sheet and copies of LOA and FPAA sent by District to LG giving authorization to advertise.	<input type="checkbox"/>				
Letting and Award Checklist					
LETTING AND AWARD REVIEW					
Advertising					
1. TxDOT (or FHWA, if it has oversight) authorization prior to advertisement.	<input type="checkbox"/>				
2. Documentation supporting minimum 3 weeks (21 days) in advance of bid opening.	<input type="checkbox"/>				
3. Documentation that advertisement informed potential bidders of place and time bids are to be opened and read.	<input type="checkbox"/>				
4. Documentation supporting newspaper advertisements started after LOA and at least 3 weeks prior to bid opening and ran consecutive weeks.	<input type="checkbox"/>				
Agenda					
1. TxDOT (or FHWA, if it has oversight) approval of all agenda prior to release to bidders.	<input type="checkbox"/>				
2. Assurance all agenda made available to all bidders.	<input type="checkbox"/>				
3. Bidders must acknowledge receipt of all agenda in their bids.	<input type="checkbox"/>				
Bid Opening and Tabulation					
1. Verify all bids were sealed and filed with the LG and opened in a public meeting; bidders were not prohibited from attending the public meeting; and all bids were opened and publicly read in the presence of the meeting attendees at time and location listed in advertisement.	<input type="checkbox"/>				
2. Verify all unit prices are provided and mathematical extensions are correct in bid tabulations.	<input type="checkbox"/>				
3. Verify bidder provided documentation of railroad insurance, if applicable.	<input type="checkbox"/>				
4. Receive lobbying certification form from bidder.	<input type="checkbox"/>				
5. Verify Child Support Statement certification and Business Ownership form (list of names and Social Security numbers of all individuals owning 25% or more of company) are included in bid. If not, bid is non-responsive.	<input type="checkbox"/>				
Debarment Certification					
1. LG ensures plans and specifications are not furnished to federal suspended or debarred bidders or TxDOT debarred bidders.	<input type="checkbox"/>				
2. LG checks to verify contractor is not debarred as part of the bid tabulation process.	<input type="checkbox"/>				
Distribution of Bid Documents					
1. Verify approved bid documents were available at least 3 weeks prior to bid opening.	<input type="checkbox"/>				
Non-Collusion Statement					
1. LG ensures all bidders submit a non-collusion statement. If bidder fails to submit statement, its bid may not be opened, read and considered for contract award.	<input type="checkbox"/>				
2. Retain statement for all bidders.	<input type="checkbox"/>				



Local Government Project – Plan Development Review Checklist

Non-Resident Bidder.									
1. Verify there are no resident preference provisions on projects with federal funds.									
Non-Responsive Bid.									
1. Check submitted bids or proposal for compliance with reasons that make a proposal non-responsive.									
2. Do not consider non-responsive bids for award.									
Bid Analysis and Contract Award									
1. Were all addenda acknowledged?									
2. Was the correct Bid List used if it was changed by addenda?									
3. Are all required forms submitted and all required pages signed?									
4. Is the engineer's final pre-bid estimate correct for items changed in addenda?									
5. Evaluation of bids.									
6. Determination of lowest responsible/responsive bidder.									
7. Request for TxDOT Concurrence Letter submitted to TxDOT for processing.									
8. Submit the following information to the district for concurrence:									
a. Letter of recommendation from the LG and engineer.									
b. Bid tabulation with all bids and engineer's estimate.									
c. Documentation of minimum 21-day advertising period.									
d. Verification the contractor is not currently debarred from receiving federal- or state-funded contracts.									
e. Documentation of non-collusion, child support information, lobbying certification, etc.									
f. Other information required to support LG's recommendation.									
9. The district seeks concurrence from TxDOT Construction Division. CST will need the following:									
a. District recommendation memo.									
b. TxDOT determination of whether or not a bid is unbalanced.									
c. The proposal, if requested.									
10. CST makes a recommendation to the Deputy Executive Director.									
11. Formal concurrence in award from TxDOT. Request must include the tabulation of bids. FHWA concurrence on federal oversight projects.									



Local Government Project – Plan Development Review Checklist

Contract Execution Checklist					
Bonding					
1. Verify contractor performance bonds meet minimum requirements.			<input type="checkbox"/>		
2. Verify contractor payment bonds meet minimum requirements.			<input type="checkbox"/>		
Disadvantaged Business Enterprises (DBEs), Historically Underutilized Businesses (HUBs) and Small Business Enterprises (SBEs)					
1. Review of DBE participation plan to ensure contract goals are committed to in accordance with provisions contained in bid document prior to contract execution or evaluate and document "Good Faith Effort."			<input type="checkbox"/>		
2. Ensure DBEs certified under Texas Unified Certification Program.			<input type="checkbox"/>		
Railroad Insurance Provisions					
1. Verify contractor submitted required insurance, if required.			<input type="checkbox"/>		
2. Verify railroad agreement executed prior to contract execution, if required.			<input type="checkbox"/>		
Workers' Compensation Insurance					
1. Written certification from contractor that workers' compensation insurance coverage is provided to each contractor and subcontractor employee working on the project.			<input type="checkbox"/>		

REVISED EXHIBIT D-1
PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

		SHARY ROAD (FM 494) PROJECT						MANHOURS		Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
		Senior Engineer	Project Engineer	Design Engineer	EIT	CADD Operator	Admin / Clerical	TOTAL HOURS			
CONTRACT RATE		167.89	123.54	114.04	82.36	66.52	57.02				
WORK AUTHORIZATION NO. 2											
PHASE II - ROW MAPPING											
1	Complete ROW Map (Estimated 60 Parcels) (See Exhibit D-1, page 2 of 2)							0	\$ 192,000.00	\$ 192,000.00	
2	Decrease ROW Map by 3 parcels (Estimated revised parcel count - 57) See Exhibit D-1, Page 2 of 2								\$ (9,600.00)	\$ (9,600.00)	
3	Coordination with the Surveyor for the ROW Map	40	80	70	80	70	3.04	343.04		\$ 36,000.14	
SUB-TOTAL		40	80	70	80	70	3.04	343.04	\$	218,400.14	

Subtotal Manhour Fee with Sub-Consultant Costs:	\$ 218,400.14
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* Total Revised Project Fee:	\$ 218,400.00
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*Rounded Figure

REVISED - EXHIBIT "D-1"

BUDGET

LUMP SUM RATE BASIS OF PAYMENT

Highway: Shary Rd. County: Hidalgo County, Texas From: Mile 5 Rd. to SH107		<u>R.O.W. Surveying Services, LLC</u>							
Description of Work: ROW Map									
TASK AND DESCRIPTION	Survey PM	RPLS	Survey Technician	4-man Survey Crew	3-man Survey Crew	2-man Survey Crew	Admin/ Clerical	Total Hours	Cost
HOURLY RATE	\$124.00	\$125.00	\$82.00	\$175.00	\$155.00	\$130.00	\$50.00		
PHASE 1 - FC 130 (ROW MAP) Lump Sum per Parcel									
Reports (60 Parcels @ \$3200/parcel)									\$ 192,000.00
Reports (Decrease 3 Parcels @ \$3200 /parcel) (Revised Total Parcel Count 57)									\$9,600.00
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Original Estimated Amount (FC 130)									\$192,000.00
Decrease Amount for 3 Parcels									\$9,600.00
Revised Estimated Amount (FC 130)									\$182,400.00