

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

1. County and Engineer hereby agree that this Agreement is entered into in order to provide the services in connection with the **Project** for Hidalgo County Precinct #2.

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

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

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

5. **Non-Exclusive Services of Engineer.** Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

6. **Term.** This Agreement shall terminate on December 31, 2024 or upon completion of the Project (hereinafter referred to as the "Termination Date"), unless extended by written supplemental

agreement, as provided in Article 9 hereof, duly executed by the Engineer and the County prior to the Termination Date, or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County as per Project “Work Authorization” as more particularly described in **Exhibit “D.”**

7. Compensation and Work Authorizations. The maximum amount payable under this Agreement shall not exceed the amount for each “Work Authorization”, an example of which is attached hereto and incorporated by reference as **Exhibit “D”**, unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 28. Titled “Notices” herein.

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

9. Amendments. If it becomes necessary at any time during this Agreement to change the scope of services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a “Supplemental Agreement Form” more particularly described in **Exhibit “E”** and attached to this Agreement. The County retains the right to

reject any such amendment(s) proposed by the Engineer. Any such amendment(s) shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in **Exhibit "B"**– Engineer Contract Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

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

11. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer shall not be liable for the reuse or modification of its work product. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. All trucks or vehicles operated by the Engineer to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Engineer who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

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

28. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2 nd Floor Edinburg, Texas 78539
With Copy to:	Commissioner, Precinct No. 2 Attention: Commissioner 300 W Hall Acres Rd, Pharr, TX 78577
If to Engineer:	B2Z Engineering, LLC Attn: Aisha Gonzalez, President 900 S. Stewart Rd., Ste 4 Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is

personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

29. Additional Documents. The Parties agree that they will use reasonable, good faith efforts to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

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

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

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

[Signature page to follow]

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

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

ENGINEER:
B2Z ENGINEERING, LLC

By: Aisha Gonzalez
Printed Name Aisha Gonzalez
Title President

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 2/8/22 mg

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office
Ricardo Rodriguez, Jr.,

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

ATTACHMENTS:

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

EXHIBIT “A”

Requirements/County’s Request for Qualifications

EXHIBIT "B"



Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2021	Contract Rate FY 2022†	Contract Rate FY 2023†
Senior Project Manager / Principal	\$ 75.00	\$ 234.39	\$ 241.42	\$ 248.66
Project Manager	\$ 68.00	\$ 212.51	\$ 218.88	\$ 225.45
Senior Construction Engineer / Manager	\$ 62.00	\$ 193.76	\$ 199.57	\$ 205.56
Geotechnical Engineer	\$ 60.00	\$ 187.51	\$ 193.13	\$ 198.93
Construction Manager / PMP	\$ 60.00	\$ 187.51	\$ 193.13	\$ 198.93
Construction Superintendent	\$ 42.00	\$ 131.26	\$ 135.19	\$ 139.25
Environmental Manager (10+ Years Exp.)	\$ 49.00	\$ 153.13	\$ 157.73	\$ 162.46
Project Engineer (10+ Years Exp.)	\$ 45.00	\$ 140.63	\$ 144.85	\$ 149.20
Engineering Lab Manager	\$ 43.00	\$ 134.38	\$ 138.41	\$ 142.56
Design Engineer (5~10 Years Exp.)	\$ 40.00	\$ 125.01	\$ 128.76	\$ 132.62
GIS / Senior Engineering Tech	\$ 38.00	\$ 118.76	\$ 122.32	\$ 125.99
Environmental Specialist	\$ 37.00	\$ 115.63	\$ 119.10	\$ 122.67
Construction Inspector	\$ 30.00	\$ 93.75	\$ 96.57	\$ 99.46
EIT	\$ 29.00	\$ 90.63	\$ 93.35	\$ 96.15
Construction Record Keeper	\$ 28.00	\$ 87.50	\$ 90.13	\$ 92.83
Unmanned Aircraft System (UAS) Pilot	\$ 27.00	\$ 84.38	\$ 86.91	\$ 89.52
Laboratory / Field Technician	\$ 26.00	\$ 81.25	\$ 83.69	\$ 86.20
Engineer Tech	\$ 25.00	\$ 78.13	\$ 80.47	\$ 82.89
CADD Operator	\$ 23.00	\$ 71.88	\$ 74.03	\$ 76.26
Admin/Clerical	\$ 22.00	\$ 68.75	\$ 70.82	\$ 72.94
Overhead Rate*: 179.03% Profit Rate: 12.00%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment.			
Direct Expenses:				
Lodging.....	\$96/night			
Meals.....	\$55/day			
Mileage.....	\$0.56/mile			
Car Rental.....	\$60.00/Day			
Aerial Drone Flight.....	\$250.00/hr			
Air Travel (Coach/Business Class).....	At Cost			
8 1/2" X 11" copies.....	\$1.00/sheet			
11" X 17" copies.....	\$1.50/sheet			
Overnight Mail - Letter Size.....	\$15.00/Each			
Overnight Mail - Oversized Box.....	\$25.00/Each			

* = Overhead Rate is TxDOT 2020 Approved Audited Overhead Rate.

† = 3% Escalation Rate added to future fiscal years.

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

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

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Feasibility Study, Schematic Development,
Public Involvement, Environmental Document,
ROW Mapping & ROW Acquisition, PS&E,
Construction Bid Phase Services, Construction
Inspection & Management & Construction Material
Testing (CMT) for the
Hidalgo County Pct. 2 Recreational Trails
Connectivity Project

LENGTH: 22.3 Miles (Approx.)

HIGHWAY: Recreational Trails

LIMITS: From the City of Mission to the City of McAllen
From the City of Hidalgo to the City of San Juan

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)
- Pedestrian Facility – Recreational Trail

ENGINEER shall mean B2Z Engineering, L.L.C.

COUNTY shall mean the Hidalgo County.

STATE shall mean the TxDOT.

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
<u>YES</u>	<u>NO</u>	Data Collection (sUAV)
<u>YES</u>	<u>NO</u>	Preliminary Design Values
<u>YES</u>	<u>NO</u>	Uncontrolled Mapping (w/Contours & G.I.S. Info)
<u>YES</u>	<u>NO</u>	Preliminary Location Design Layout
<u>YES</u>	<u>NO</u>	Preliminary R.O.W. Requirements
<u>YES</u>	<u>NO</u>	Preliminary Cost Estimates
<u>YES</u>	<u>NO</u>	Preliminary Environmental Analysis (for fatal flaws)
<u>YES</u>	<u>NO</u>	Preparation of Project Fact Sheet (Total Project Cost)
<u>YES</u>	<u>NO</u>	Evaluation of Crossings at Major Roadways & Coordination w/ TxDOT
<u>YES</u>	<u>NO</u>	Preliminary Engineering Report
<u>YES</u>	<u>NO</u>	Coordinate & Outreach with Affected Municipalities
<u>YES</u>	<u>NO</u>	Meetings & Coordination in Support for Project Development Activities

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

SECTION 3 - ROUTE AND DESIGN STUDIES

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Services

Provided By:

ENGINEER COUNTY

<u>YES</u>	<u>NO</u>	1. Route Location Studies
<u>N/A</u>	<u>N/A</u>	2. Level of Service Analysis
<u>N/A</u>	<u>N/A</u>	3. Traffic Evaluations and Projections
<u>YES</u>	<u>NO</u>	4. Develop Roadway Design Criteria (Hike & Bike Trail Criteria)
<u>YES</u>	<u>NO</u>	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
<u>YES</u>	<u>NO</u>	7. Preliminary Right-of-Way Requirements
<u>YES</u>	<u>NO</u>	8. Design Concept Conference
		9. Soil Core Hole Drilling
<u>YES</u>	<u>NO</u>	a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
<u>YES</u>	<u>NO</u>	b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
<u>YES</u>	<u>NO</u>	c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
<u>YES</u>	<u>NO</u>	d. Bridges (See Section 11, page 11-3 for requirements)

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (T.A.C.) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
<u>YES</u>	<u>NO</u>	a. Environmental Assessments
		(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
<u>N/A</u>	<u>N/A</u>	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
<u>N/A</u>	<u>N/A</u>	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
<u>N/A</u>	<u>N/A</u>	(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.
<u>N/A</u>	<u>N/A</u>	(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 (T.A.C.) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
<u>YES</u>	<u>NO</u>	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
<u>YES</u>	<u>NO</u>	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (T.H.C.) will be conducted by the COUNTY.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	b. Archeological Studies
		(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.
<u>YES</u>	<u>NO</u>	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 T.A.C. 26) signed for the Sponsor by a professional archeologist with the STATE.
<u>YES</u>	<u>NO</u>	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 T.A.C. 26) signed for the Sponsor by a professional archeologist with the STATE.

Services

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|---|
| <u>N/A</u> | <u>N/A</u> | <p>4. Noise and Air Quality Analyses</p> <p>a. Noise Analysis</p> <p>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.</p> |
| <u>N/A</u> | <u>N/A</u> | <p>b. Air Quality Analysis</p> <p>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.</p> |
| <u>NO</u> | <u>NO</u> | <p>5. Ecological Investigations</p> <p>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.</p> <p>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 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.</p> |
| <u>NO</u> | <u>NO</u> | <p>6. Hazardous Materials</p> <p>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).</p> |
| <u>NO</u> | <u>NO</u> | <p>7. General Guidelines for Preparation of Environmental Documents</p> <p>a. The Biological Impact Evaluation Report will be prepared and submitted electronically to TxDOT.</p> <p>b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.</p> <p>c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.</p> <p>d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 T.A.C. §2.44.</p> <p>e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.</p> <p>f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT E.N.V.</p> <p>g. Exhibits in the environmental document shall be color copies and text shall be black and white.</p> |

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

SECTION 5 - RIGHT-OF-WAY DATA

Services
Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (R.O.W.) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed R.O.W. lines.

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 1. Ownership Data in a .dgn file |
| | | a. The entire project limits. |
| | | b. Compensable utility ownership who have property rights on R.O.W. shall be researched and provided. |
| | | c. For each drainage outfall property |
| | | d. For each irrigation structure pipe. |
| | | |
| <u>YES</u> | <u>NO</u> | 2. Parcel plats & Right-of-Way Map |
| | | a. A ROW map, parcel plats and field notes shall be prepared and furnished. |
| | | b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). |
| | | c. R.O.W. map must depict all improvements affecting R.O.W. |
| | | |
| <u>YES</u> | <u>NO</u> | 3. Utilities (Compensable) |
| | | a. Property ownership with recording information shall be shown on R.O.W. Map and Parcel Sketches with distance ties to property corners in an effort to locate utility. |
| | | |
| <u>YES</u> | <u>NO</u> | 4. Field Notes |
| | | a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the R.O.W. Map |
| | | b. Computation Sheets for Survey Closure and Area for Each Parcel. |
| | | c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| | | |
| <u>YES</u> | <u>NO</u> | 5. Survey and Stake Right-of-Way (EXISTING AND PROPOSED) |
| | | |
| <u>YES</u> | <u>NO</u> | 6. Records as Required by the City and State |
| | | a. Records used to establish ownership |
| | | |
| <u>YES</u> | <u>NO</u> | 7. General Guidelines for Preparation of Right-of-Way Maps (Sample R.O.W. Maps and Parcel Sketches and field notes attached) |

General Specifications

- a. All data submitted by the surveyor will be legible, organized and well documented.
- b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
- c. Permission to enter private property shall be the sole responsibility of the surveyor.
- d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
- e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

EXHIBIT "C"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

Right of Way Data – Abstract analysis, development of R.O.W. Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing R.O.W. and boundary corners. Update topography, and reestablish corners for R.O.W. map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA

Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General

- a. Abstracting: The **Surveyor** will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **County** is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The **Surveyor** will provide to the County a copy of Instruments of Record.
- g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats

- a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each P.C., P.T., and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the **Surveyor**.
- l. The right-of-way account number and R.O.W. C.S.J. if available will be shown on each parcel map sheet.

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

- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
 - b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - a. A point of commencing (outside property corner).
 - b. A point of beginning on proposed R.O.W. line.
 - c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - f. Note referencing parcel plat.

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

- Monumentation i.e. P.C., P.T., Break Points
- North arrow
- Scale
- Property lines
- Property descriptions i.e., lot, block, tract, subdivision, etc...
- Identify existing and proposed access denial locations (*if applicable*)

Proposed information:

- Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
- Survey and R.O.W. lines
- Basis of bearings
- Parcel bearings and distances correspond with traverse sheet
- Outside ties (P.O.C.) corresponds with field notes
- Point of beginning (P.O.B.) established on proposed R.O.W. line
- Parcel tied to baseline
- Baseline information shown i.e. Stationing, bearings, curve data, etc...
- Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
- Math checked on remainder

Improvements:

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

Utilities:

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

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

- County
- Highway
- Parcel number
- R.O.W. C.S.J.
- Construction CSJ

General Description or "preamble"

- Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:

- Size of parent tract
- Survey data or lot, block, and subdivision
- Name of last recorded seller and buyer
- Date, volume and page or document number of last recorded conveyance
- Records and county of last recorded conveyance

Beginning Description

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

Particular Description

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

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

Closing

Description

- Last call leads back to P.O.B.
- Restates area of parcel
- Establishes taking in existing road R.O.W. if applicable
- Legal description is referenced to Plat
- Sealed and signed
- Include an access clause whether access is permitted or denied (*if applicable*)

PARCEL SKETCH

- Shows P.O.B. and P.O.C.
- All data corresponds exactly with Map and Field Notes
- Sheet size is no larger than 8 1/2" x 11"
- Plat closely matches example provided
- Plat referenced to legal description
- Sealed and signed
- Include an access clause whether access is permitted or denied (*if applicable*)
- Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

- Computations show area to be acquired in sq. ft. or acres, whichever is applicable
- Computations show area that is existing road R.O.W. if applicable
- Traverse calls are in clockwise sequence
- Error of closure meets the following:
 - Secondary rural .0003
 - Primary rural - secondary urban .0002
 - Urban or industrial .00013

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

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

Services
Provided By:
SURVEYOR COUNTY

1. Field Surveying
- | | | |
|--|-----------|--|
| <u>YES</u> | <u>NO</u> | 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>NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.</p> <p>ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960</p> | | |
| <u>YES</u> | <u>NO</u> | 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. <ul style="list-style-type: none">• No traverse should exceed 25 angle points. Planimetrics shall be Lt & Rt from the proposed R.O.W. as per the schematic provided by the Engineer.• 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. (1) Project control base lines |
| <u>NO</u> | <u>NO</u> | (2) Photogrammetric ground control |
| <u>NO</u> | <u>NO</u> | (a) Establish horizontal control |
| <u>NO</u> | <u>NO</u> | (b) Establish vertical control points |
| <u>NO</u> | <u>NO</u> | (c) Place and maintain control point targets |
| <u>YES</u> | <u>NO</u> | c. Other Field Surveying |
| | | (1) The limit of the Design surveys shall be 700-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmark. The B.M.'s shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide a H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the B.M.s 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) for the limits of the project. |
| | | (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. |
| | | (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. |

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
SURVEYOR COUNTY

- | | | |
|--|---|---|
| <p>(6) <u>YES</u></p> <p>(7) <u>YES</u></p> <p>(8) <u>YES</u></p> <p>(9) <u>YES</u></p> | <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> | <p>(6) The Surveyor shall also paint/mark the proposed centerline as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long) before construction for the purpose of utility adjustments and project location.</p> <p>(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed R.O.W. per schematic and 20-ft wider than the existing R.O.W. of intersecting street).</p> <p>(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed R.O.W. at 100-ft intervals in a D.T.M. file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.</p> <p>(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed R.O.W. including the elevation of the outfall of said recovered existing storm drain systems.</p> |
| <p>(10) <u>YES</u></p> | <p><u>NO</u></p> | <p>(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.</p> |
| <p>(11) <u>YES</u></p> | <p><u>NO</u></p> | <p>(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.</p> <p style="text-align: center;"><u>Driveways and Turnouts</u></p> <p>(a) Inventory commercial entrances, public roads and side streets separately.
 (b) Obtain centerline station. (Width at R.O.W., 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.</p> |
| <p>(12) <u>YES</u></p> <p>(13) <u>YES</u></p> <p>(14) <u>YES</u></p> <p>(15) <u>YES</u></p> <p>(16) <u>YES</u></p> <p>(17) <u>YES</u></p> <p>(18) <u>YES</u></p> <p>(19) <u>YES</u></p> <p>(20) <u>N/A</u></p> <p>(21) <u>YES</u></p> <p>(22) <u>YES</u></p> | <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>NO</u></p> <p><u>N/A</u></p> <p><u>NO</u></p> <p><u>NO</u></p> | <p>(12) R.O.W. staking (Existing and Proposed @ 1,000 ft. stations P.C.’s P.T.’s and Angle points as per R.O.W. Map) (#5 I.R. 2-ft.)</p> <p>(13) Soil core hole staking</p> <p>(14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.</p> <p>(15) Profiles of existing drainage facilities</p> <p>(16) Measurement of hydraulic opening under existing bridges</p> <p>(17) Obtain elevations of manholes and valves of utilities</p> <p>(18) Provide temporary signs, traffic control, flags, safety equipment, etc.</p> <p>(19) Ties to existing bridges or culverts that may conflict with new construction.</p> <p>(20) 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.</p> <p>(21) Inventory signs, mailboxes, and driveways</p> <p>(22) Survey controlled data sheets per TxDOT guidelines.</p> |

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

Services

Provided By:

SURVEYOR COUNTY

- | | | |
|------------|------------|---|
| <u>YES</u> | <u>NO</u> | (23) Recover and/or re-establish the existing center line and existing Right-of-Way. Have said existing centerline approved by the Engineer. Provide a digital computer dump of both. |
| <u>YES</u> | <u>NO</u> | (24) Coordinate with the Engineer to set the existing centerline stationing. |
| <u>N/A</u> | <u>N/A</u> | 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) |

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR’s invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, E.T.C.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (R.O.E.s).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT’s specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR’s Project Manager (RPLS) shall be accessible at all times and working from the local office.

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

SECTION 7 - ROADWAY DESIGN CONTROLS

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | 1. Geometric Design |
| <u>YES</u> | <u>NO</u> | a. Horizontal and Vertical Alignment |
| | | b. Schematic Layout |
| | | (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps. |
| | | (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine R.O.W. needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. |
| | | (3) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps. |
| | | (4) The tentative R.O.W. limits. |
| | | (a) Provide a roadway Design System (R.D.S.) or (GEOPAK) computer tape of the preliminary earthwork to verify R.O.W. requirements. |
| | | (b) Provide a graphics file containing the approved schematic. |
| | | (5) 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. |
| | | (6) Direction of traffic flow on all roadways. |
| | | (7) The geometric of speed change (acceleration, deceleration, climbing) lanes. |
| <u>YES</u> | <u>NO</u> | 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. No geometric design is to be performed until the COUNTY has given the Engineer written approval of the preliminary schematic layout. |
| | | b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE. |
| | | c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout. |
| | | d. Handling of traffic during construction shall be a consideration in the development of preliminary designs. |

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
<u>YES</u>	<u>NO</u>	
		2. General Guidelines for Project Development (<i>continued</i>)
		<ul style="list-style-type: none"> 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. 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. g. 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.
<u>N/A</u>	<u>N/A</u>	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate. b. Typical Sections c. Design Cross Sections d. Determine Cut and Fill Quantities e. Slope Stability Analysis f. Embankment Foundation Stability Analysis g. Embankment Settlement Analysis
<u>YES</u>	<u>NO</u>	5. Pavement Design
<u>YES</u>	<u>NO</u>	
<u>YES</u>	<u>NO</u>	
<u>YES</u>	<u>NO</u>	
<u>YES</u>	<u>NO</u>	
<u>YES</u>	<u>NO</u>	
<u>YES</u>	<u>NO</u>	<ul style="list-style-type: none"> a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, “Appendix F” of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose. b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission. c. Embankment and Subgrade <ul style="list-style-type: none"> (1) Soil Core Holes (Show cost estimate with Function Code 110) <ul style="list-style-type: none"> (a) Along center line (b) Along center line of each roadway <p style="margin-left: 40px;">The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)</p>
<u>YES</u>	<u>N/A</u>	
<u>YES</u>	<u>N/A</u>	

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

Services

Provided By:

ENGINEER COUNTY

		5. Pavement Design (<i>continued</i>)
		c. Embankment and Subgrade (<i>continued</i>)
<u>YES</u>	<u>NO</u>	(2) Identify, interpret and summarize geologic features that affect engineering design (P.I., Sulfate content, % of lime)
<u>YES</u>	<u>NO</u>	d. Traffic Data for Pavement Design by STATE
<u>YES</u>	<u>NO</u>	e. Basic Design Criteria
<u>NO</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
<u>N/A</u>	<u>N/A</u>	i. Rehabilitation Investigations
<u>N/A</u>	<u>N/A</u>	(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 A.C.P. and FLEXBASE as well as their properties and provide this information to TxDOT.

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

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|---|
| <u>YES</u> | <u>NO</u> | 1. Signing and Markings Layout |
| | | a. Requirements (Separate Layout) |
| | | (1) Roadway layout |
| | | (2) Center line with station numbering |
| | | (3) R.O.W. 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 |
| | | (8) Quantities of existing pavement markings to be removed |
| | | (9) 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 R.O.W. 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 |
| <u>YES</u> | <u>NO</u> | 2. Summary of Small Signs Tabulation |
| <u>N/A</u> | <u>N/A</u> | 3. Summary of Large Signs Tabulation including all Guide Signs |
| <u>YES</u> | <u>NO</u> | 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 |

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
ENGINEER COUNTY

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|------------|-----------------|---|
| 5. | Traffic Signals | |
| | a. | Development of Justification (Warrant) Data |
| <u>NO</u> | <u>N/A</u> | (1) Location Map
Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators |
| <u>NO</u> | <u>N/A</u> | (2) Photographs as appropriate |
| <u>NO</u> | <u>N/A</u> | (3) Accident data as appropriate |
| <u>N/A</u> | <u>N/A</u> | (4) Vehicle volumes (provided by TxDOT) |
| <u>N/A</u> | <u>N/A</u> | (a) Existing |
| <u>N/A</u> | <u>N/A</u> | (b) Estimated |
| <u>N/A</u> | <u>N/A</u> | (c) Projected |
| <u>N/A</u> | <u>N/A</u> | (d) Pedestrian |
| <u>N/A</u> | <u>N/A</u> | (5) Traffic Survey - Count Analysis |
| <u>N/A</u> | <u>N/A</u> | (6) Recommendation based on above data |
| <u>NO</u> | <u>N/A</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) |
| | | (9) Phase sequence diagram(s) |
| | | (a) Signal locations |
| | | (b) Signal indications |
| | | (c) Phase diagram |
| | | (d) Signal sequence table |
| | | (e) Flashing operation (normal and emergency) |
| | | (f) Preemption operation (when applicable) |
| | | (g) Interval timing, cycle length and offset |

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

Services
Provided By:
ENGINEER COUNTY

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|------------|------------|---|
| <u>NO</u> | <u>N/A</u> | <ul style="list-style-type: none"> 5. Traffic Signals (<i>continued</i>) <ul style="list-style-type: none"> b. Layout (<i>continued</i>) <ul style="list-style-type: none"> (10) Construction detail sheets(s) <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (1) Contact local utility company <ul style="list-style-type: none"> (a) Confirm power source (b) Discuss route of aerial or underground interconnect cable (when applicable) (c) Adjustment of overhead utility lines (2) Prepare governing specifications and special provisions list (3) Prepare project estimate |
| <u>NO</u> | <u>N/A</u> | |
| <u>NO</u> | <u>N/A</u> | |
| <u>N/A</u> | <u>N/A</u> | |
| <u>NO</u> | <u>N/A</u> | |
| <u>NO</u> | <u>N/A</u> | |
| <u>NO</u> | <u>N/A</u> | <ul style="list-style-type: none"> d. Summary of Quantities |

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

SECTION 10 - MISCELLANEOUS (ROADWAY)

Services
Provided By:
ENGINEER COUNTY

		1. Retaining Walls
		a. Structural Details
<u>N/A</u>	<u>N/A</u>	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
<u>N/A</u>	<u>N/A</u>	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
<u>N/A</u>	<u>N/A</u>	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
<u>N/A</u>	<u>N/A</u>	(1) Mechanically Stabilized Earth
<u>N/A</u>	<u>N/A</u>	(2) Concrete Block Wall Systems
<u>YES</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>YES</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>YES</u>	<u>NO</u>	e. Foundation Studies (Show cost estimate with Function Code 110)
<u>YES</u>	<u>NO</u>	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
<u>YES</u>	<u>NO</u>	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
<u>YES</u>	<u>NO</u>	g. Estimate
<u>YES</u>	<u>NO</u>	h. Summary of Quantities
<u>YES</u>	<u>NO</u>	i. Typical X-section.
<u>YES</u>	<u>NO</u>	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 reviewer 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.

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

Services
Provided By:
ENGINEER COUNTY

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| <u>YES</u> | <u>NO</u> | <p>2. Traffic Control Plan, Detours and Sequence of Construction</p> <p>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 (B.C.) Standards. The following items are required on all Traffic Control Plan Layouts:</p> <ul style="list-style-type: none">a. The sequence of construction and method of handling traffic during each phase.b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.d. Where detours are provided, typical cross sections shall be shown.e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed. |
| <u>YES</u> | <u>NO</u> | <p>3. Illumination</p> <p>a. Preliminary Roadway Illumination Layout and Circuit Layout</p> <ul style="list-style-type: none">(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:<ul style="list-style-type: none">(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 R.O.W. 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 |
| <u>YES</u> | <u>NO</u> | <p>b. Final Roadway Illumination and Electrical Circuit Layouts</p> <ul style="list-style-type: none">(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.(2) Center line with station numbering.(3) R.O.W. 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 R.O.W.(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. |

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

SECTION 11 - BRIDGE DESIGN

Services
 Provided By:
ENGINEER COUNTY

			<u>NUMBER REQUIRED</u>
1. Preparation of Structural Details			
a. New Structure(s)			
<u>N/A</u>	<u>N/A</u>	(1) Underpass(es)	_____
<u>N/A</u>	<u>N/A</u>	(2) Overpass(es)	_____
<u>N/A</u>	<u>N/A</u>	(3) Main Lanes	_____
<u>N/A</u>	<u>N/A</u>	(4) Direct Connector(s)	_____
<u>N/A</u>	<u>N/A</u>	(5) Ramp Bridge(s)	_____
<u>N/A</u>	<u>N/A</u>	(6) Waterway Structure(s)**	_____
<u>NO</u>	<u>NO</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>N/A</u>	<u>N/A</u>	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
<u>N/A</u>	<u>N/A</u>	(2) Bridge Replacement	_____
<u>N/A</u>	<u>N/A</u>	(3) Raising Bridge Elevation	_____
<u>N/A</u>	<u>N/A</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)	_____
Total Existing Structures =			_____

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

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

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

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 super elevation data.
 - (16) Minimum horizontal clearances when applicable.
 - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
 - (17) Location of soil core holes (station and offset), shown on layout.
 - (18) Bent stations and bearings.
 - (19) Retaining wall locations.
 - (20) Traffic flow directional arrows.
 - (21) Railing types shown.
 - (22) Joint types and seal size, if used.
 - (23) Beam line numbers consistent with span details.
 - (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
 - (25) Bearings of utilities.
- b. Bridge Layouts (ELEVATION)
- (1) Type of foundation.
 - (2) Finished grade elevations at beginning and end of bridge.
 - (3) Overall length of structure.
 - (4) Length, type of spans and units.
 - (5) Type of railing.
 - (6) Minimum calculated vertical clearance(s).
 - (7) Existing and proposed ground lines clearly marked.
 - (8) Grid elevations and stations.
 - (9) Bent numbers encircled.
 - (10) Stationing of bridge compatible with grid stations.
 - (11) Standard title.
 - (12) Profile grade data.
 - (13) Type of riprap.
 - (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
 - (15) Fixed/expansion condition of all bents.
 - (16) Column "H" heights.
 - (17) Number, size and length of foundations.

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|---|
| <u>NO</u> | <u>NO</u> | 2. Preparation of Bridge Layouts (each bridge) <i>(continued)</i>
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 (H.W.) (Recorded H.W. 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. |
| <u>N/A</u> | <u>N/A</u> | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| <u>NO</u> | <u>NO</u> | 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). |
| <u>NO</u> | <u>NO</u> | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| <u>NO</u> | <u>NO</u> | 6. Bridge Special Provisions and Specifications (each bridge) |
| <u>NO</u> | <u>NO</u> | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| <u>NO</u> | <u>NO</u> | 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.

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

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 "M.O.D." in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
- h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
- i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
- j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
- k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

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

SECTION 12 - CONSTRUCTION PHASE SERVICES

Services
Provided By:
ENGINEER COUNTY

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 COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

- 1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

- 3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.
- 4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).
- 5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- 6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.
- 7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

Miscellaneous Technical Activities:

- 8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
- 9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
- 10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.
- 11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

YES

NO

CONSTRUCTION MATERIAL TESTING:

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

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

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 – ACQUISITION PROVIDER SERVICES
(for PARCELS, EASEMENTS AND RELOCATIONS/DISPLACEMENTS)

(Services to be provided by B2Z Engineering)

Services
Provided By:
ENGINEER COUNTY

- | | | |
|------------|------------|--|
| <u>YES</u> | <u>N/A</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>N/A</u> | b) Project Presence at B2Z Consultant Office Headquarters |
| | | i) Full Project Office |
| | | (1) No Joint Use of COUNTY or TxDOT facilities |
| | | (2) Open during normal COUNTY and State work hours |
| | | (3) Personnel available to answer questions |
| | | (4) Availability of Project Files |
| | | (5) At least one office staff member is required to be a current commissioned notary public. |
| <u>YES</u> | <u>N/A</u> | c) Overhead Costs |
| | | i) Administrative costs |
| <u>YES</u> | <u>N/A</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. |
| <u>YES</u> | <u>N/A</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>N/A</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>N/A</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>N/A</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 “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
ENGINEER COUNTY

3) APPRAISAL

- | | | |
|------------|------------|---|
| <u>YES</u> | <u>N/A</u> | a) Appraiser may be selected from COUNTY’S list of 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. |
| <u>YES</u> | <u>N/A</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, is 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>N/A</u> | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY forms. |
| <u>YES</u> | <u>N/A</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>N/A</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>N/A</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>N/A</u> | g) All completed appraisals will be administratively reviewed by B2Z Engineering Office and recommended for approval by COUNTY. |
| <u>YES</u> | <u>N/A</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 B2Z Engineering and/or COUNTY. |
| <u>YES</u> | <u>N/A</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>N/A</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>N/A</u> | a) Review Appraiser may be selected from COUNTY’s list of state approved fee appraisers. |
| <u>YES</u> | <u>N/A</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>N/A</u> | c) Prepare and submit to COUNTY the Form ROW-RTA-10 “Tabulation of Values”, for each appraisal. |

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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 Provided By:
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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 N/A 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 COUNTY. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

YES N/A 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 BZZ Engineering Office and recommended for approval by COUNTY.

YES N/A 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 N/A 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 N/A 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

YES N/A a) Analyze appraisal and appraisal review reports and confirm the COUNTY’s approved value prior to making offer for each parcel.

YES N/A b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

YES N/A c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY on applicable COUNTY/TxDOT forms.

YES N/A d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures 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 N/A 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 N/A f) Respond to property owner inquiries verbally and in writing within two business days.

YES N/A g) Prepare a separate negotiator contact report for each parcel per contact.

EXHIBIT “C”
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 Provided By:
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- | | | |
|------------|------------|---|
| <u>YES</u> | <u>N/A</u> | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| <u>YES</u> | <u>N/A</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>N/A</u> | j) Prepare final offer letter, documents of conveyance as necessary. |
| <u>YES</u> | <u>N/A</u> | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| <u>YES</u> | <u>N/A</u> | l) Meet at the B2Z Engineering office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| <u>YES</u> | <u>N/A</u> | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| <u>YES</u> | <u>N/A</u> | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | 7) CLOSING SERVICE FEES |
| <u>YES</u> | <u>N/A</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>N/A</u> | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| <u>YES</u> | <u>N/A</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 Commissioners Court. |
| | | 8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise). |
| <u>YES</u> | <u>N/A</u> | a) The amount of relocations or displacements as identified. B2Z will provide relocation advisory services. B2Z will compute replacement housing supplements (owner occupant and/or tenants) |
| <u>YES</u> | <u>N/A</u> | b) B2Z will provide advisory services to business displacements and relocate them effectively. |
| <u>YES</u> | <u>N/A</u> | c) COUNTY will review, approve and pay for all relocation costs as per the Agreement. |
| | | 9) CONDEMNATION SUPPORT |
| <u>YES</u> | <u>N/A</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 “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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- 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 B2Z Engineering 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 N/A

- 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 B2Z Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

EXHIBIT “C”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
 Provided By:
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- 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>YES</u> | <u>N/A</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>YES</u> | <u>N/A</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>YES</u> | <u>N/A</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>YES</u> | <u>N/A</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>YES</u> | <u>N/A</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>YES</u> | <u>N/A</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 "C"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
ENGINEER COUNTY

11) PAYMENT SCHEDULE

- | <u>YES</u> | <u>N/A</u> | |
|------------|------------|---|
| | | a) Project Administration |
| | | i) Payment and Milestones |
| | | (a) Full Project Office |
| | | (1) Lump Sum Basis (assume 1 year project presence) |
| | | (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. |
| | | (3) Remainder paid out in equal monthly installments of 15% starting the following month. |
| | | (4) Monthly billing to COUNTY OF HIDALGO will be required. |
| | | b) Title Services |
| | | ii) Payment |
| | | (a) Per Parcel basis. |
| | | iii) Milestones |
| | | (a) 100% upon securing initial title commitment. |
| | | c) Appraisal Services |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% paid upon delivery of complete and acceptable appraisal report |
| | | d) Appraisal Review |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% upon submission of ROW-A-10 |
| | | e) Appraisal Update |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% upon delivery of complete and acceptable appraisal update. |
| | | f) Negotiation, Task, and Fees |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 80% upon presentation of initial offer. |
| | | (b) 20% upon successful negotiation and all instruments are recorded. |
| | | g) Closing Service Fees |
| | | i) Payment |
| | | (a) Per Parcel Basis |
| | | ii) Milestones |
| | | (a) 100% upon recordation of instrument of conveyance. |
| | | h) Relocation Assistance |
| | | i) Payment |
| | | (a) Per Relocation |
| | | ii) Milestones |
| | | (a) 100% upon issuance of 90-day vacancy letter. |
| | | i) Compensable Utilities |
| | | i) Payment |
| | | (a) By percent complete |

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

SECTION 14
ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

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

Coordination of Utilities

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

Meetings

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

Specifications, Special Provisions, Special Specifications

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

Project Manager/Engineer Communication

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

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

Design Responsibilities

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

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

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

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

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 G.B. 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 D.G.N. or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

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

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

CD Tape Required (YES or NO): YES

Proposal Time

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

Office Location

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

Service

- 1). Feasibility, Schematic, ROW, PS&E, Const. Bid Ph Services
Const. Insp. & Manage.
- 2). Public Inv., Environmental Services, CMT

Office Location

Mission Office
Mission Office

The work effort will be managed out of the _____ Mission _____
(City)
office located at 900 S. Stewart Rd. Ste. 4 _____,
(Address)
Mission _____, _____ Texas _____.

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

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
B2Z ENGINEERING, LLC

THE OWNER:
HIDALGO COUNTY

By: _____
Print Name

By: Richard F. Cortez, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT “E”
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the project specific Professional Services Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and B2Z Engineering, LLC, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ 20__ concerning Recreational Trails Connectivity Project within Hidalgo County Precinct #2;

WHEREAS, on the _____ day of _____ 20__, **Owner** authorized a Project Specific Work Authorization for Recreational Trails Connectivity Project (hereinafter referred to as the “**Project**”); and,

WHEREAS, it has become necessary to amend the Agreement to

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

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

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

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

THE ENGINEER:
B2Z ENGINEERING, LLC

BY: _____

Address for Giving Notices:

THE OWNER:
HIDALGO COUNTY

BY: _____
Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

(as required)



EXHIBIT "F"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2021

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

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

PRODUCER: The Risk Specialty Group, LLC
INSURED: B2Z Engineering, LLC
CONTACT NAME: Candi Carpenter
PHONE: 713-552-1900
INSURER(S) AFFORDING COVERAGE: INSURER A: The Travelers Indemnity of Ame, INSURER B: Travelers Property Casualty In, INSURER C: Hudson Insurance Company, INSURER D: The Phoenix Insurance Company, INSURER E: , INSURER F:

COVERAGES CERTIFICATE NUMBER: 2036075659 REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

Form containing certificate holder information (Hidalgo County, 2812 S Business Hwy 281, Edinburg TX 78539) and cancellation notice (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

AI-84543

Purchasing Department 22. C. 1.
Prct. 2**CC REGULAR AGENDA SPECIAL MTG****Meeting Date:** 02/08/2022**Submitted For:** Eddie Cantu, COMM. PCT. #2**Submitted By:** Erika Zamora, COMM. PCT. #2**Department:** COMM. PCT. #2**CAPTION**

A. Requesting approval to execute the final form of a professional engineering services agreement (subject to legal approval) for the provision of Professional Engineering Services with B2Z Engineering, LLC [approved for negotiations CC 12/14/21] for the Precinct No. 2 Recreational Trails Connectivity Project (ARPA-21-122-040), subject to compliance with Form 1295.

B. Approval of Work Authorization No. 1 with an estimated cost of \$126,867.07 submitted by B2Z Engineering, LLC (C-21-0944-02-08) to provide professional engineering services required for a feasibility study for the Pct 2 Recreational Trails Connectivity Project.

BACKGROUND

Contract and Legal Approval will be attached on Monday.

Fiscal Impact**CALENDAR YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Work Authorization will be funded through ARPA funds.

Attachments

Work Auth No. 1

1295 - WA#1

1295 - Contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Eduardo Belmarez	02/04/2022 04:33 PM
Budget & Management	Veronica Ortiz	02/04/2022 04:42 PM
Final Approval	Monica Salinas	02/04/2022 06:48 PM
Form Started By: Erika Zamora		Started On: 02/04/2022 03:40 PM
Final Approval Date: 02/04/2022		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-847049

Date Filed:
02/04/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
B2Z Engineering, LLC.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Precinct 2

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-21-0944-02-08
Pct 2 Recreational Trails Connectivity Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party.

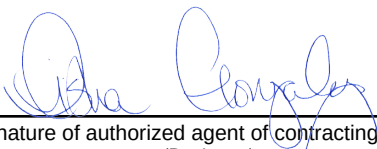
6 UNSWORN DECLARATION

My name is Aisha Gonzalez, and my date of birth is 1/23/1979.

My address is 900 S. Stewart Rd., Suite 4, Mission, TX, 78572, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 4th day of February, 20 .
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
B2Z Engineering, LLC.
Mission, TX United States

Certificate Number:
2022-847049

Date Filed:
02/04/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Precinct 2

Date Acknowledged:
09/16/2022

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-21-0944-02-08
Pct 2 Recreational Trails Connectivity Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)