


EXHIBIT "E"
HIDALGO COUNTY
Agreement #C-21-224-03-16
Work Authorization Form

FILED	AT <u>11:30</u>	O'CLOCK	<u>A</u>	M
MAR 19 2021				
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS				
BY				DEPUTY

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, GDJ Engineering, LLC, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide design services for Russell Road (Mile 17.5 from Rooth Road to Mon Mack Road).

The **Engineer** is to provide the Services as required by the Agreement with Owner for Engineering Services. This includes but is not limited to the services identified in **ATTACHMENT "B" – Scope of Services to be provided by the Engineer** which is attached hereto and incorporated by reference.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$912,504.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Project Specific Service Agreement between Owner and Engineer.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. - - - - -

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

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of the scope of work provided in this work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgment and confirmation by Hidalgo County Precinct No. 4 Commissioner Ellie Torres, as to content and detail of this Work Authorization No. 1 (If applicable – Work Schedule attached as Attachment “D-1”)

HIDALGO COUNTY

COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners’ Court on 03/16/2021 as indicated below and effective as of 16th day of March 2021.

THE ENGINEER:

GDJ Engineering, LLC



By: Robert Macheska, P.E., CFM
Print Name

THE OWNER:

HIDALGO COUNTY



By: Richard F. Cortez, County Judge

ATTEST:



By: Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONER'S COURT
ON: 3/16/21 

ATTACHMENT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the PS&E for the necessary improvements for the Russell Road project, located within Hidalgo County, hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

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

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

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: Schematic, Environmental, Surveying,
Hydrologic Mapping & ROW Acquisition

LENGTH: 2.0 Miles

HIGHWAY: Russell Road (Mile 17 ½)

LIMITS: From Rooth Road to Mon Mack Road

PROJECT CLASSIFICATION

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

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

ENGINEER shall mean GDJ Engineering.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

ATTACHMENT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PRELIMINARY PROJECT DEVELOPMENT

(Function Code 102)

ADVANCED PLANNING MPO COORDINATION:

The ENGINEER will perform any needed preliminary/ongoing project planning which will include:

1. Meetings, Coordination & Support for Project Development
 - a. The Engineer will coordinate with the Owners representatives at the MPO Technical Advisory Committee (TAC) and Policy Committee and serve in an advisory position to assist the LPA in obtaining funding for the project. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.

 2. Evaluate the LPA’s Projects on Regional Planning Documents.
 - a. The Engineer will work with the LPA and the MPO to evaluate the status of the LPA’s project in the regional planning documents.
 - b. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of the project in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
 - c. The Engineer will review the Unified Transportation Program (UTP) to ensure the LPA’s Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
 - d. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the LPA’s long range goals are properly listed on the MTP to advance opportunities for additional funding.
 - e. The Engineer will review and assess potential opportunities to advance the construction of the Project.
 - f. The Engineer will coordinate with the LPA to develop project mitigation plans in the event that there is a decrease in available funding for the Project.

 3. Capital Improvements Program (CIP) Development
 - a. The Engineer will assist the LPA with the Development of the CIP as it relates to available opportunities to leverage funding from the MPO.

 4. Audit and Periodically Update Regional Planning Documents
 - a. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of the Project in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
 - b. The Engineer will review the Unified Transportation Program (UTP) to ensure the Project is properly listed on the TxDOT UTP to ensure there are no delays to project development.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- c. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the LPA's long range goals are properly listed on the MTP to advance opportunities for additional funding.
 - d. The Engineer will review and assess potential opportunities to advance the construction of the Project.
 - e. The Engineer will coordinate with the LPA to develop project mitigation plans if there is a decrease in regional funding for projects.
5. Prepare Exhibits / Preliminary Estimates
 - a. The Engineer will assist the LPA with the preparation of preliminary project exhibits, maps, typical sections to allow for the development of preliminary project cost estimates for planning purposes.
6. Draft Correspondence
 - a. The Engineer will assist the LPA with the preparation of draft correspondence to be used to advance the development of the Project.
7. Develop Project Agreements
 - a. The Engineer will assist the LPA with the development of Interlocal Agreements and project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the Project can be reviewed by TxDOT.
8. State and Federal Grants
 - a. The Engineer will monitor opportunities for additional funding for the Project including non-conventional State and Federal funding that may become available.

PRELIMINARY PROJECT DEVELOPMENT:

The ENGINEER will perform any needed preliminary project development which will include:

1. Establish Preliminary Design Values
 - a. The Engineer will work with the LPA to establish basic design concepts, project controls and a general scope for the Project.
 2. Prepare/Evaluate Preliminary Route Locations on Uncontrolled Mapping*
 - a. The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.
 3. Uncontrolled Mapping (w/Contours & GIS Data)
 - a. The Engineer will investigate the existing routes and coordinate with the LPA on establishing the best-fit alignments and mapping proposed geometry for Projects. A Preliminary Location Exhibit will be developed.
 4. Prepare Preliminary Hydrologic Map
 - a. The Engineer will develop a Hydrologic Map for the Projects. The Hydrologic Maps will be based on LIDAR and GIS information.
 5. Investigate Preliminary ROW Requirements
 - a. The Engineer will research and identify affected property owners on the Project's alignment and proposed ROW utilizing the latest appraisal district file information from the Hidalgo County Appraisal District and subdivision plat information from Carson Maps.
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ATTACHMENT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

6. Prepare Preliminary Cost Estimates
 - a. The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.
7. Preliminary Environmental Analysis (for Fatal Flaws)
 - a. The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.
8. Prepare a Project Fact Sheet for All Anticipated Costs
 - a. The Engineer will produce a Total Project Cost Outline providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.
9. Meetings, Coordination & Support for Project Development
 - a. The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1, any Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.

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

ROUTE AND DESIGN STUDIES
(Function Code 110)

ROUTE AND DESIGN STUDIES:

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Analyze Level of Service for Proposed Improvements
2. Provide Traffic Evaluations and Projections
3. Develop Roadway Design Criteria
4. Prepare the Design Schematic
 - a. Horizontal and Vertical Alignment
 - b. Schematic Layout
 - i. ~~Identify the location of interchanges, main lanes, grade separations, frontage roads and ramps, if applicable.~~
 - ii. ~~Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations, if applicable. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including “K” values, shall also be shown for ease of checking.~~
 - iii. ~~For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.~~
 - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

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

- v. Identify the tentative ROW limits
 - 1. Provide a GEOPAK file of the preliminary earthwork to verify ROW requirements.
 - 2. Provide a graphics file containing the approved schematic.
 - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of the proposed highway main lanes, ramps, frontage roads, and cross roads.
 - vii. Identify the current and projected traffic volumes as provided by TxDOT (if On-System roadway) or by ENGINEER (if Off-System roadway) based on a 20 year traffic projection. If developed by ENGINEER, must be approved by STATE.
 - ~~viii. Label the control of access lines if Interstate or designated under House Bill 179.~~
 - ix. Label the direction of traffic flow on all roadways.
 - x. Identify the location and width of any proposed median openings for highways without access control.
 - xi. Identify the geometrics of any speed change lanes (acceleration, deceleration, climbing, etc...).
5. Coordinate and Attend a Project Design Concept Conference
6. General Guidelines for Project Development
- a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the LPA 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 and in the schematic checklist provided by the STATE.
 - d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
 - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
 - ~~f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.~~
 - g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. An Environmental Assessment shall be prepared anticipating one of the following levels of clearance:
 - i. A Categorical Exclusion
 - ii. A Finding of No Significant Impact
 - iii. A Draft Environmental Impact Statement
 - b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared
 - i. 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.
 - ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
 - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
 - a. Historic Structure Studies
 - i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
 - b. Archeological Studies
 - i. 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.
 - ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
 - iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

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

4. Noise and Air Quality Analyses
 - a. Noise Analysis
 - i. 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 provided as a Technical Report and results included in the administratively complete document.
 - b. Air Quality Analysis
 - i. 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 provided as a Technical Report and results included in the administratively complete document for the project.

 5. Hazardous Materials
 - a. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

 6. General Guidelines for Preparation of Environmental Documents
 - a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT.
 - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
 - c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
 - 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 TAC §2.44.
 - e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
 - 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 ENV.
 - g. Exhibits in the environmental document shall be color copies and text shall be black and white.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY DATA

(Function Code 130)

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

The ENGINEER shall perform the following Right-Of-Way Data duties:

1. Provide Ownership Data in a .dgn file
 - a. For the entire project limits
 - b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
 - c. For each drainage outfall property
 - d. For each irrigation structure pipe
 2. Parcel Plats & ROW 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. ROW map must depict all improvements affecting ROW.
 3. Utilities (Compensable)
 - a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.
 4. Field Notes
 - a. Field notes and plats shall be provided, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map.
 - b. Computation sheets for survey closure and area of each parcel shall be provided.
 - c. Ground surveys and preparation of parcel maps, legal descriptions, and ROW maps
 5. Survey and Stake Right-of-Way
 6. Records as required by the LPA and State
 - a. Records used to establish property ownership
 7. General Guidance for Preparation of Right-of Way Maps
 - 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 for surveying (Right-Of-Entry) 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 checklist must be complete, accurate and also considered to be essential and is a part of this contract.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – 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 State 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 STATE 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 PC, PT, 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.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 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. CSJ if available will be shown on each parcel map sheet.
- 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:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) 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:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) 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.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

NOTE:

Surveyor to use the latest STATE approved ROW Map checklist while preparing the ROW Map.

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

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
 - a. Establish Horizontal Control Points
 - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

2. 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).
 - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
 - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
 - c. 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.).
 - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
3. Other Field Surveying
 - a. **The limit of the Design surveys shall be 1,500-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. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an 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 BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
 - b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
 - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
 - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
 - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
 - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
 - g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

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

- h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
 - i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
 - j. Tie to existing underground and overhead utilities (location, elevation and direction)
 - i. Horizontally - 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.
 - ii. Vertically - 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.
 - k. Additional Field Surveying as shown below:
 - i. Irrigation Lines - 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.
 - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
 - l. Driveways and Turnouts
 - i. Inventory commercial entrances, public roads and side streets separately.
 - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
 - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
 - iv. Obtain width at ROW line
 - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
 - m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
 - n. Soil core hole staking
 - o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
 - p. Profile existing drainage facilities, if applicable
 - q. Measure hydraulic openings under existing bridges, if applicable
 - r. Obtain elevations of manholes and valves of utilities, if applicable
 - s. Provide temporary signs, traffic control, flags, safety equipment, etc.
 - t. Provide ties to existing bridges or culverts that may conflict with new construction
 - u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
 - v. Inventory signs, mailboxes and driveways
 - w. Survey controlled data sheets as per STATE guidelines
-

ATTACHMENT "B"
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, ETC.

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 (ROEs).

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/LPA'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.

ATTACHMENT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

PAVEMENT MARKINGS:

The ENGINEER will provide traffic signal warrants for the Project. The services will include:

1. Traffic Signals (if applicable)
 - a. Development of Justification (Warrant) Data
 - i. Location Map
 - ii. Photographs as appropriate
 - iii. Accident data as appropriate
 - iv. Vehicle volumes (existing, estimated, projected, and pedestrian)
 - v. Traffic Survey – Count Analysis
 - vi. Recommendation based on the collected data

PROJECT MANAGEMENT

(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.

ROW ACQUISITION PROVIDER SERVICES

(Function Code 600)

The ENGINEER will perform the following tasks associated with ROW Acquisition Services:

1. Project Administration
 - a. Negotiation of Scope of Services for the Work Authorization
 - i. The Acquisition Provider will visit the project site with LPA personnel if necessary.
 - b. Project Presence at ENGINEER’s Office
 - i. ENGINEER will provide a full project office
 1. No joint use of LPA or STATE facilities
 2. Office will be open during normal LPA and/or STATE work hours
 3. Personnel will be available to answer any questions
 4. Project files will always be available for review
 5. At least one office staff member is required to be a current commissioned notary public.
 - c. Overhead Costs
 - i. Administrative Costs
 - d. Communication
 - i. ENGINEER will provide monthly progress reports with invoice

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

- ii. ENGINEER will participate in project review meetings as determined by the LPA
 - iii. ENGINEER will prepare initial property owner contact list for use by the LPA in distribution of Acquisition Provider introduction letters
- e. File Management
- i. The project and parcel files will be kept in the LPA'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 LPA's office as they are generated or received by the Acquisition Provider, if necessary.
 - ii. The ENGINEER will prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - iii. The ENGINEER will maintain records of all payments including check number, amount, date paid, etc.
 - iv. The ENGINEER will provide copies of all incoming and outgoing correspondence as generated if requested by LPA at provider conference.
 - v. The ENGINEER will maintain copies of all correspondence and contact with property owners.
2. Title Services
- a. Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
 - 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.
 - c. Secure title insurance for all parcels acquired, insuring acceptable title to the LPA. Written approval by the LPA is required for any exception.
3. Appraisal
- a. Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
 - b. Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider 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 LPA/TxDOT. Maintain permission letters with appraisal reports.
 - c. Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable LPA/TxDOT forms.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - e. Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/LPA policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - f. As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
 - g. All completed appraisals will be administratively reviewed by the ENGINEER's ROW office and recommended for approval for TxDOT.
 - 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 the ENGINEER and/or TxDOT.
 - i. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
 - j. The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
4. ~~Appraisal Review~~
- a. ~~Review Appraisers may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.~~
 - b. ~~Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/LPA policies and procedures and the Uniform Standards of Professional Appraisal Practices.~~
 - e. ~~Prepare and submit to TxDOT the Form ROW RTA-10 "Tabulation of Values" for each appraisal.~~
 - d. ~~The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.~~
5. Appraisal Updates
- a. Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

conform to LPA/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

- b. As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by the ENGINEER's Right of Way Office and recommended for approval to TxDOT.
 - 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 TxDOT/LPA.
 - 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 LPA.
 - e. As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
6. Negotiation, Tasks and Fees
- a. Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
 - b. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - c. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by LPA /TxDOT on applicable LPA /TxDOT forms.
 - 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.
 - 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).
 - f. Respond to property owner inquiries verbally and in writing within two business days.
 - g. Prepare a separate negotiator contact report for each parcel per contact.
 - h. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - i. Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with LPA /TxDOT policy and procedures.
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- j. Prepare final offer letters and documents of conveyance as necessary.
 - k. Appear and provide expert witness testimony as an Acquisition Provider when requested.
 - l. Meet at the ENGINEER's ROW office once per week as agreed upon with the ROW Acquisition Manager/Administrator.
 - m. Provide a monthly progress report per parcel by the last day of the month with invoice.
 - n. The ENGINEER shall, as part of this proposal, estimate 10% of the proposed parcels may end up in condemnation. The ENGINEER's ROW staff shall be available for any meeting/hearings as requested by the LPA Attorney.
7. Closing Service Fees
- a. Coordinate with the LPA 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 LPA.
 - b. The ENGINEER's ROW staff shall attend closings and provide closing services in conjunction with the Title Company.
 - c. The ENGINEER's ROW staff shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
8. Relocation Assistance Services (A separate Work Authorization will be issued once the number of relocations have been quantified, unless noted otherwise)
- a. The ENGINEER's ROW staff will provide relocation advisory services based on the amount of relocations or displacements identified. The ENGINEER's ROW staff will compute replacement housing supplements (owner occupant and/or tenants).
 - b. The ENGINEER's ROW staff will provide advisory services to business displacements and relocate them effectively.
 - c. TxDOT will review, approve and pay for all relocation costs for On-System projects only.
9. Condemnation Support
- a. Pre-Hearing Support
 - i. Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - ii. Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.
 - iii. Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
 - iv. Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the
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ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- land owner or representatives, along with one copy of the appraisal report. Submit packet to the LPA Office for submission to the LPA 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 LPA 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 LPA Attorney; the attorney shall file the original petition with the LPA Court at Law or other appropriate Court for a cause number to be assigned.
 - vii. The LPA attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
 - viii. Upon assignment of a court, the LPA 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 LPA 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 LPA shall file all originals with the court and send copies marked "copy" to the ENGINEER.
 - xi. The LPA 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 LPA 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, the LPA will approve the new value and the LPA's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
 - xiii. The LPA Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the LPA, Appraiser, and Negotiator.
 - xiv. After the hearing is set, the LPA 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 LPA Attorney shall file the original notices with the court and send copies stamped "copy" to the ENGINEER's ROW Office.
 - xvi. The LPA's Attorney shall send a reminder letter 2-3 weeks in advance to the LPA Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- b. Post Hearing Support (by the LPA Attorney)
- i. For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the LPA.
 - 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 the Judge. The amount paid to the Special Commissioners is determined by the Judge.
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ATTACHMENT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 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 LPA, 1 certified copy to the ENGINEER with the Commitment to request the warrant in the amount of the Special Commissioners Award.
- v. Send the Commitment and the Award to LPA, along with individual special commissioner's billing requesting the payment for their fees.
- vi. File LPA 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 LPA 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 LPA Attorney’s office for his further handling in accordance to the Eminent Domain process by the LPA.

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:

- a. Preliminary Design Consultations
 - 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.
 - b. Field Observations and Verifications
 - 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.
 - c. Exchange of Information with Utility Providers
 - i. Provide project schedule
 - ii. Request schedules for utility adjustments
 - iii. Identify who is responsible for utility process
 - d. Confirmation of Property Interests
 - i. Request Documents
 - ii. Coordination of data on maps and citation of property interest documents
 - iii. Confirm utilities are within easements
 - e. Coordination of Agreements
 - 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
-

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

- f. Utility Meetings Throughout Project Development
 - i. Set up and coordinate utility meetings during planning, design, acquisition and construction phases
 - ii. Attend and participate in meetings by other parties

11. Payment Schedule

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

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

ADDITIONAL RESONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

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

MEETINGS:

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

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

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

PROJECT MANAGER/ENGINEER COMMUNICATION:

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

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

DESIGN RESPONSIBILITIES:

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

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

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

DOCUMENT AND INFORMATION EXCHANGE:

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

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

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

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

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

CD Tape Required (YES or NO): YES

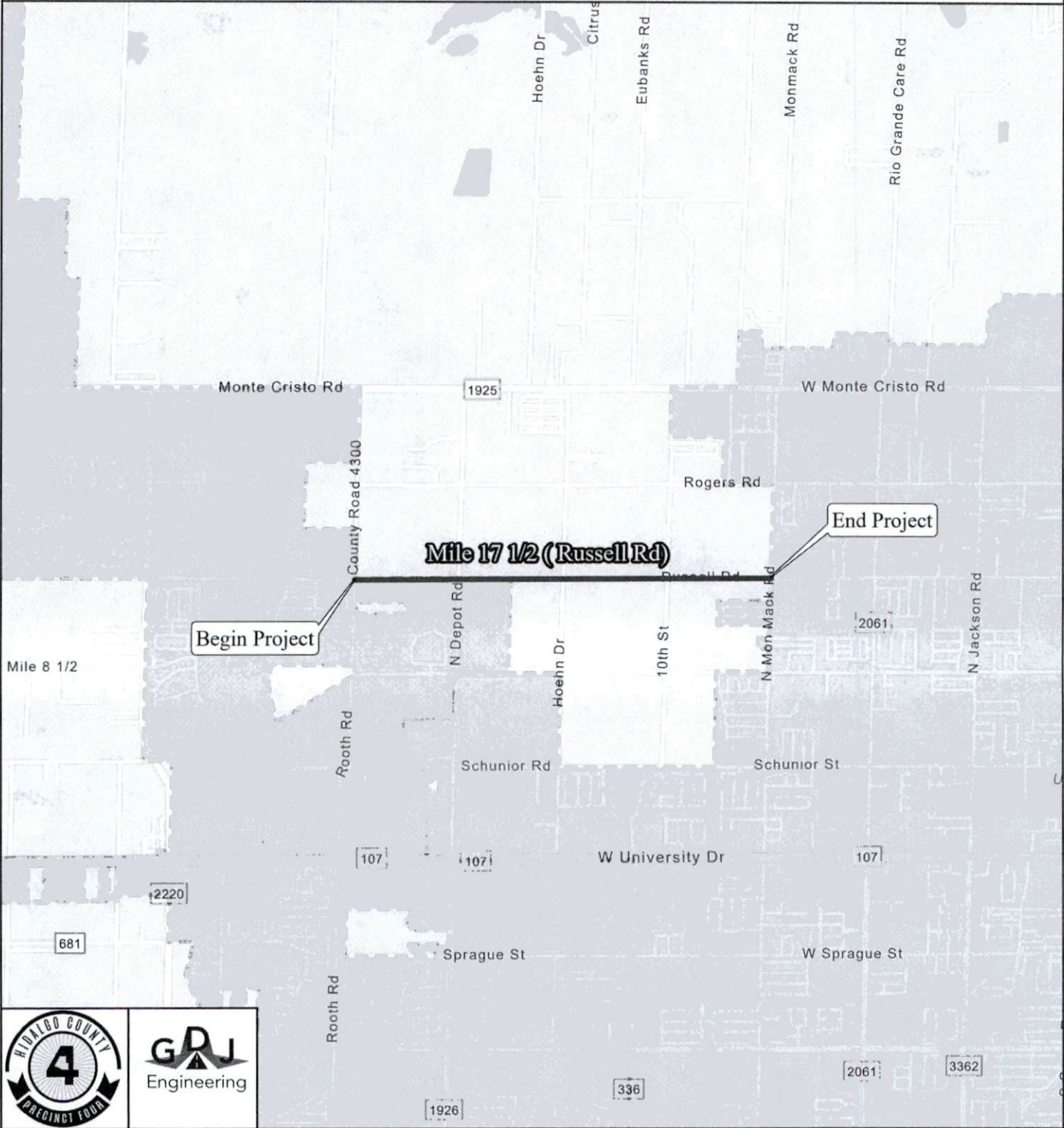
PROPOSAL TIME:

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

OFFICE LOCATION:

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

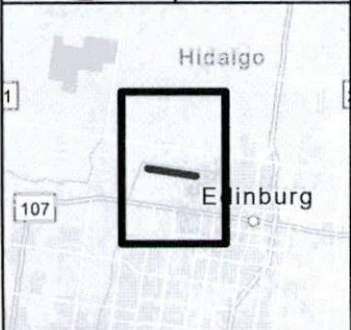
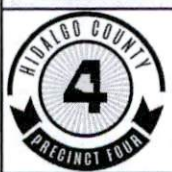
Location Map



Begin Project

Mile 17 1/2 (Russell Rd)

End Project



Proposed Mile 17 1/2 (Russell Rd) Project
Project Limits from Rooth Rd to Mon Mack Rd
Approximate 2.0 Miles

Legend

- Project Alignment
- Edinburg City Limits
- McAllen City Limits

0 0.5 1
Miles
1in = 4000 Ft



**"Attachment D"
Fee Estimate**

**Hidalgo County Precinct #4: Russell Road (Mile 17 1/2) - Project Development & Design Fee Proposal (WA #1)
Rooth Rd. to Mon Mack Rd.**

Project Development (Schematic, Environmental, PS&E, ROW) Fee Proposal - Hidalgo County Pct. #4: Russell Road Project		MANHOURS							Total Hours	Total Line Item Cost
		Principal/Senior Project Manager	Project Manager	Agency Coordination/Utility Manager	Project/Design Engineer	EIT	Engineering Tech	Admin/Clerical		
TASK										
WA #1 - Schematic, Environmental, Survey, ROW & Project Funding										
1	Environmental Document (TxDOT/FHWA Clearance)	18	64	484	222		160	210	1158	\$ 124,070.00
2	Public Involvement for the Project w/1 Public Meeting	10	22	96	120			28	276	\$ 33,430.00
3	Archeological & Historical Research									\$ 25,000.00
4	Topographic Survey (\$27.5k/mile)									\$ 55,000.00
5	Schematic Development & TxDOT Approval	64	134	102	242	326	408		1276	\$ 140,196.00
6	Hydrologic Map/H&H Report	34	82	42	164		204		526	\$ 61,678.00
7	Public Involvement for the Project w/1 Public Hearing	10	22	96	120			28	276	\$ 33,430.00
8	Project Development (Funding/Entity Coordination/AFA Development, etc...)	12	42	520					574	\$ 71,340.00
9	Traffic Signal Warrants (Depot Rd, Hoehn Rd, & 10th Street)									\$ 7,500.00
10	Traffic & LOS Analysis for Off-System Rdwy (Env & Pvmnt Des Purposes)									\$ 40,000.00
11	Parcel Sketches & Field Notes (est 27 parcels @ \$3,500/parcel)									\$ 94,500.00
12	ROW Acquisition Services (est 27 parcels @ \$7,500/parcel)									\$ 202,500.00
13	ROW Relocation Assistance									\$ 7,500.00
14	Project Management	14	34	34	34				116	\$ 16,360.00
Total (WA #1)		162	400	1374	902	326	772	266	4202	\$ 912,504.00
Total Labor Hours		162	400	1374	902	326	772	266	4202	
Contract Rate		\$ 185.00	\$ 160.00	\$ 120.00	\$ 125.00	\$ 95.00	\$ 82.00	\$ 55.00		
Total Labor Costs		\$ 29,970.00	\$ 64,000.00	\$ 164,880.00	\$ 112,750.00	\$ 30,970.00	\$ 63,304.00	\$ 14,630.00		\$ 912,504.00

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 912,504.00

