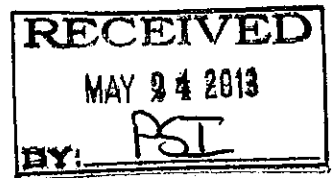


Contract No. FM2001 (IH35-5H21)
Kimley-Horn & Associates Checklist



Prior to Initiation of Work

- Signed and Executed Agreement
- Scope of Services – Appendix A
 - Exhibit A – Services to be provided by County
 - Exhibit B – Services to be provided by Engineer
 - Exhibit C – Work Schedule
 - Exhibit D – Fee Schedule
- Production Schedule – Exhibit IV
- Hourly Rates of Engineer – Exhibit II
- Work Authorization - Attachment A to Exhibit I
 - Supplemental Work Authorization for Additional Work (if applicable)
- Data to be provided to Engineer by County
 - Plans
 - Maps
 - Studies
 - Reports
 - Field Notes
 - Statistics
 - Computations
 - Other: _____
- Contractors Qualification Statement – Appendix B
- Insurance *pre-qualification / RFP process & interviews*
 - Worker's Compensation
 - Commercial General Liability Insurance
 - Automobile Liability Insurance
 - Professional Liability Errors and Omissions Insurance
 - Self Insurance Documentation
 - Insurance Certificates for Subcontractors and/or Sub-consultants
 - Approval of Insurance by County

Course of Work

- Original Engineering Work Product submittal
- "Completed" Engineering Work Product
- "Accepted" Engineering Work Product
- Modifications and/or Changes for Approval of Engineering Work Product
- "Approved" Engineering Work Product
- Revisions to Work Product
- Seal of Endorsement on all Engineering Work Product
- Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Contract No. _____

Notices (as applicable)

- Notice of Suspension
- Notice of Reinstatement
- Notice of Termination
- Notice of Staffing Changes
- Written Report of Accident

Documentation for Payment

- Internal Revenue Form W-9
- Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

need to submit to Auditor

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Kimley-Horn and Associates, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct an expansion of FM 2001 from IH 35 to SH 21 ;

WHEREAS, *County* desires to obtain professional services for schematic design, environmental documentation, and Right-of-Way Mapping (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

**Section I
Employment of the Engineer**

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the agent as designated in the Scope of Services in Appendix A, or as otherwise designated by the Hays County Commissioners Court (*individually or collectively the "County Designee"*). The *County Designee* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Hays County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**Section II
Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Designee*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Designee* to proceed, as

evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Designee** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Designee** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Hays County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Hays County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Designee* shall be final and binding on *Engineer*.

Section IV
Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Designee* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Designee*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension

shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and **County** may terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$ 100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V
Coordination with the County

- A. The **County Designee** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Designee** shall have complete authority to interpret and

- define *County's* policies and decisions with respect to *Engineer's* services. The *County Designee* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Designee* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Designee*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If

necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Designee's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Designee*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.

- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Designee* regarding county permitting or similar requirements properly waivable by the *County Designee*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Designee's* request be immediately removed from association with the *Project*.
- I. If the procurement of adequate qualified personnel by *Engineer* would result in taxable professional services being charged to *Engineer* (e.g. Surveying), then the charges for such

services shall be paid by County directly so that County may assert tax exemption under Section 151.309 of the Texas Tax Code, or other applicable law. Any such direct payment by County is hereby granted, by the Hays County Commissioners Court, a discretionary exemption from the competitive requirements set out in Section 232.023 of the Texas Local Government Code.

- J. **Engineer** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- K. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law. ✓
- L. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Designee**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy. ✓
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Hays County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.
- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:

- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Brian Boecker, P.E.
 Kimley-Horn and Associates, Inc.
 10415 Morado Circle, Bldg 1, Suite 300
 Austin, TX 78759

COUNTY: Hays County Judge
 111 E. San Antonio Street
 Suite 300
 San Marcos, Texas 78666
 Attn: ~~Judge Liz Sumter (or successor)~~ ✓
 Brent Cobb, MD

OK
 MW 5/24/20

with copy to: Hays County District Attorney – Civil Division Chief
 111 E. San Antonio, Suite 204
 San Marcos, Texas 78666
 Attn: Mark Kennedy (or successor)

and to: Prime Strategies, Inc.
 1508 South Lamar Blvd.
 Austin, Texas 78704
 Attn: Michael Weaver

and to: [Hays County Designee]
Precinct 2 Commissioner
Mark Jones
P.O. Box #1180
111 N. Front Street
Kyle, Texas 78640

ok
M 5/21/2013

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Hays County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Hays County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Designee* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or

property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a corporation registered with the Texas Board of Professional Engineers (F-298), duly authorized to transact and do business in the State of Texas. ✓
- Q. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

Contract No. _____

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EXECUTED this _____ day of _____, 2013.

THE ENGINEER:

BY: Andrew W. Van Lanen

Printed Name: Andrew W. Van Lanen

Title: SR Vice President

HAYS COUNTY:

BY: [Signature]

6-4-2013
Hays County Judge

Reviewed as to Form By:

[Signature]
County Attorney

Funds Verified By:

[Signature]
County Auditor

OK
[Signature]
5/24/2013

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$1,199,644.50
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification

shall not relieve the **Engineer** from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$1,199,644.50, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**. ✓

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **the Hays County Auditor** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **the Hays County Auditor** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.

ATTACHMENT A

WORK AUTHORIZATION NO. TEMPLATE

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Kimley-Horn and Associates, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
Kimley-Horn and Associates, Inc.

COUNTY:
Hays County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

KIMLEY-HORN AND ASSOCIATES, INC.

- 1. Senior Engineer I.....\$ 210.00
- 2. Senior Engineer II.....\$ 165.00
- 3. Professional.....\$ 135.00
- 4. Analyst.....\$ 105.00
- 5. Senior Designer.....\$ 130.00
- 6. CAD Technician.....\$ 85.00
- 7. Senior Support Staff.....\$ 95.00
- 8. Support Staff.....\$ 70.00

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CP&Y, INC.

- 1. Environmental Manager.....\$ 185.00
- 2. Senior Environmental Specialist.....\$ 123.00
- 3. Environmental Specialist.....\$ 88.00
- 4. Biologist.....\$ 91.00
- 5. GIS Specialist.....\$ 77.00
- 6. Admin/Clerical.....\$ 80.00

COX|McLAIN ENVIRONMENTAL CONSULTING, INC.

- 1. Senior Environmental Scientist II.....\$ 138.00
- 2. Senior Environmental Scientist II.....\$ 120.75
- 3. Environmental Professional II.....\$ 100.63
- 4. Environmental Professional I.....\$ 86.25
- 5. Environmental Staff II.....\$ 71.88
- 6. Environmental Staff I\$ 80.00
- 7. Environmental Tech II.....\$ 51.75
- 8. Environmental Tech I\$ 44.56

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RIFELINE, LLC.

- 1. Principal.....\$ 200.00
- 2. Account Director.....\$ 170.00
- 3. Account Executive.....\$ 150.00
- 4. Account Administrator.....\$ 50.00

SURVEYING AND MAPPING, INC.

SURVEY FIELD CREW SERVICES:

Two (2) Person Survey Field Crew	\$130.00 per hour
Three (3) Person Survey Field Crew	\$160.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$32.00 per hour
1 Person Crew with Receiver or Robotic Total Station	\$105.00 per hour
Field Coordinator	\$85.00 per hour
Laser Scanning Technician	\$85.00 per hour

SURVEY OFFICE PERSONNEL SERVICES:

Principal	\$170.00 per hour
Associate/Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Staff Surveyor	\$110.00 per hour
GPS/HDS Coordinator	\$105.00 per hour
SIT	\$90.00 per hour
Senior Technician	\$90.00 per hour
Survey Technician	\$80.00 per hour
Clerical Support	\$60.00 per hour

GEOSPATIAL SERVICES:

Principal	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Project Manager	\$140.00 per hour
Acquisition Manager	\$125.00 per hour
Pilot	\$125.00 per hour
Photogrammetrist / Project Lead	\$105.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$95.00 per hour
LiDAR / Photogrammetry Technician	\$92.50 per hour

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THE WALLACE GROUP, INC.

- 1. Project Manager.....\$ 130.00
- 2. RPLS/Project Surveyor.....\$ 120.00
- 3. Senior Survey Technician.....\$ 85.00
- 4. Survey Technician/Research.....\$ 75.00
- 5. Survey Technician GPS.....\$ 85.00
- 6. Survey Crew w/GPS\$ 130.00
- 7. Admin/Clerical.....\$ 55.00

OK
M/S 5/24/2013

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *Hays County Commissioners Court*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *Hays County Commissioners Court* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September

24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). HAYS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 1,000,000.00 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000.00 .
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *Hays County Commissioners Court*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or *any agent of Hays County* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as

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specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

January 2009

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE HAYS COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

THE COUNTY DESIGNEE THAT SHALL BE THE PRIMARY POINT OF CONTACT UNDER THIS AGREEMENT SHALL BE _____.

The Engineer will prepare schematic design and environmental documentation for FM 2001 as a four-lane divided arterial from IH 35 to SH 21. The proposed roadway expansion will incorporate an urban (curb and gutter) and rural (roadside ditch) typical section based on context of the alignment, and it is anticipated that much of the alignment will be on a new location.

The Engineer will prepare the Design Schematic and Environmental Document for the proposed improvements to FM 2001 in general accordance with the latest version of applicable State procedures, specifications, manuals and guidelines at the time of this contract to include: the *TxDOT Project Development Process Manual*, *TxDOT Roadway Design Manual*, *TxDOT Hydraulic Design Manual*, *TxDOT Right of Way Manual*, *TxDOT Environmental Manual*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, and other State approved manuals. When design criteria are not identified in State manuals, The Engineer shall refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street* (latest Edition) and Table 7.3 from the *Hays County Subdivision and Development Regulations*.

The scope of services includes Project Management, Aerial Mapping, Schematic Design, Environmental Documentation and Public Involvement, and Right of Way Mapping. The Engineer will engage subconsultants to perform Aerial Mapping, Sub, Environmental Documentation and Public Involvement, and Right-of-Way Mapping.

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

EXHIBIT A – SERVICES TO BE PROVIDED BY THE COUNTY
FM 2001 - IH 35 to SH 21
SCHEMATIC, ENVIRONMENTAL ASSESSMENT, AND RIGHT-OF-WAY

PROJECT UNDERSTANDING

The Engineer will prepare schematic design and environmental documentation for a four-lane divided arterial from IH 35 to SH 21. The proposed roadway expansion will incorporate an urban (curb and gutter) and rural (roadside ditch) typical section based on context of the alignment, and it is anticipated that much of the alignment will be on a new location.

The Engineer will prepare the Design Schematic and Environmental Document for the proposed improvements to FM 2001 in general accordance with the latest version of applicable State procedures, specifications, manuals and guidelines at the time of this contract to include: the *TxDOT Project Development Process Manual*, *TxDOT Roadway Design Manual*, *TxDOT Hydraulic Design Manual*, *TxDOT Right of Way Manual*, *TxDOT Environmental Manual*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, and other State approved manuals. When design criteria are not identified in State manuals, The Engineer shall refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street* (latest Edition) and Table 7.3 from the Hays County *Subdivision and Development Regulations*.

THE COUNTY WILL PROVIDE THE FOLLOWING SERVICES:

- A. Title abstracts and/or commitments (if needed)
- B. Updated ADT information (if available)
- C. Assist the Engineer in obtaining information from various County resources and/ or departments.
- D. Provide available copies of associated studies and coordination with ongoing related county projects.
- E. Review and provide comments on all aspect of the schematic design/environmental assessment preparation.
- F. Pay for advertisements and meeting venues for public meetings.
- G. Provide decisions in a timely manner.
- H. Process payment to Engineer in a timely manner.

EXHIBIT B - SCOPE OF SERVICES
FM 2001 - IH 35 to SH 21
SCHEMATIC, ENVIRONMENTAL ASSESSMENT, AND RIGHT-OF-WAY

PROJECT UNDERSTANDING

The Engineer will prepare schematic design and environmental documentation for a four-lane divided arterial from IH 35 to SH 21. The proposed roadway expansion will incorporate an urban (curb and gutter) and rural (roadside ditch) typical section based on context of the alignment, and it is anticipated that much of the alignment will be on a new location.

The Engineer will prepare the Design Schematic and Environmental Document for the proposed improvements to FM 2001 in general accordance with the latest version of applicable State procedures, specifications, manuals and guidelines at the time of this contract to include: the *TxDOT Project Development Process Manual*, *TxDOT Roadway Design Manual*, *TxDOT Hydraulic Design Manual*, *TxDOT Right of Way Manual*, *TxDOT Environmental Manual*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, and other State approved manuals. When design criteria are not identified in State manuals, The Engineer shall refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street* (latest Edition) and Table 7.3 from the *Hays County Subdivision and Development Regulations*.

The following scope of services is broken into five sections; Project Management, Aerial Mapping, Schematic Design, Environmental Documentation and Public Involvement, and Right of Way Mapping. The Engineer will engage subconsultants to perform Aerial Mapping, Sub, Environmental Documentation and Public Involvement, and Right-of-Way Mapping. The Engineer will manage, coordinate with, provide direction to, and perform quality control on deliverables from subconsultants throughout the project development.

THE ENGINEER WILL PROVIDE THE FOLLOWING SCOPE OF SERVICES:

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer will perform project management and administrative tasks to complete the project. This task consists of the following effort:

- Maintain project files and documentation for the project.
- Prepare project progress reports and invoices.
- Develop and maintain project schedule and work plan.
- General correspondence with the County, TxDOT, Caldwell County, reviewing agencies, and subconsultants on project related items.
- Prepare Right of Entry forms and obtain Right of Entry from affected property owners as needed to complete survey work.
- Attend up to twelve (12) progress meetings with the County. Prepare and distribute meeting minutes.
- Attend up to four (4) review meetings with the County and TxDOT to discuss the review, comment, and resolution of comments related to design deliverables. Prepare and distribute meeting minutes.
- Attend up to two (2) coordination meetings with Caldwell County. Prepare and distribute meeting minutes.
- General utility coordination consisting of the following:
 - Identify utility owners within the corridor
 - Coordinate with each franchise utility company regarding potential conflicts throughout the Schematic Design

- Provide electronic drawings of project to utility companies
- Request each franchise utility to review and markup schematics or electronic files to verify the size, type, and location of their utilities. Show utilities on schematics based on information provided by utility owners.
- Conduct and attend up to two (2) franchise utility coordination meetings, prepare agenda, and distribute meeting minutes

TASK 2 AERIAL MAPPING

A subconsultant will provide low altitude LiDAR and imagery acquisition for the project. All work performed herein will be in accordance with TxDOT standards and shall conform to the American Society of Photogrammetry and Remote Sensing (ASPRS) for 1" = 50' scale, 1 foot contour intervals. The following services will be provided:

- LiDAR and digital imagery collection acquisition of 8 mile, 1,000 foot wide corridor (500 feet left and 500 feet right of proposed centerline), with centerline delineated as the white proposed location of FM 2001 depicted on attached Exhibit A.
- A 500' wide corridor (250' left and right of centerline and along approximate centerline of 1,000' LiDAR swath collected)) will be processed for feature extraction and DTM.
- The entire 1,000' wide swath of collected imagery will be processed and provided as a mosaic.
- 1"=50' scale digital imagery data collected will be converted into three (3) inch ground sample distance (GSD) orthoimagery.
- 1 foot accurate DTM will be produced utilizing imagery and LiDAR data collected and provided as a deliverable in DGN file format.
- The project horizontal datum will be relative to the Texas Coordinate System, Texas South Central, North American Datum 1983 (NAD83/CORS96). The vertical datum will be relative to the North American Vertical Datum of 1988 (NAVD88) using the National Geodetic Survey GEOID12A The Surface Adjustment Factor used for the project will be 1.00011.
- Ground Survey support for LiDAR Acquisition
 - Set 20, 4' x 6" panels with a capped iron rod or nail with metal tag at locations specified around the perimeter and within the public right-of-ways
 - Horizontal and vertical control will be established using GPS with a tolerance of +/- 0.03 feet horizontal, +/- 0.06 feet vertical
 - Obtain spot elevations along the route to validate the XYZ accuracy of the LiDAR survey at approximately 2000' spacing
 - Simultaneous with LiDAR acquisition, survey field personnel will position and operate two GPS base stations along route

AERIAL MAPPING DELIVERABLES

- Digital Orthophotography Image files
- Analytical aerial triangulation summary report in digital form.
- Tiled LiDAR data files of classified points in LAS format.
- One set of electronic files in MicroStation V8i.
 - 2D DGN files of the planimetric feature collection data.
 - 3D DTM files in GeoPak format.
 - GeoPak .tin file.
 - GeoPak crossing features and duplicate point Error Report.
- Word doc file of surveyed points list and TxDOT descriptor code list.
- PDF file of scanned field book copies.

TASK 3 SCHEMATIC DESIGN

The purpose of the Design Schematic is to develop/refine alternatives and roadway geometry, receive design approval and environmental clearance for the preferred alternative, and establish the Right-of-Way footprint for the proposed improvements. While the project may be constructed in phases, the schematic design will be for the ultimate four (4) lane section. This task consists of the following effort:

- Data Collection
 - Obtain and review existing data made available by TxDOT and the County.
 - Obtain and review survey data made available by TxDOT, the County, and the subconsultants.
- Field Reconnaissance
 - Perform site visits to verify aerial survey, obtain project photos, and familiarize project team with project site
- Design Criteria and Design Concept Conference (DCC) Meeting
 - Schedule, coordinate, attend and document a DCC meeting with TxDOT and the County to establish and agree upon fundamental aspects, concepts, and preliminary design criteria
 - Develop Design Criteria and prepare a Design Summary Reports (DSR) for urban and rural sections. The DSR will be presented at the DCC meeting. Update the DSR based on decisions made at the DCC meeting. The DSR will be updated throughout project development as design progresses and provided to TxDOT for their approval and record.
- Typical Sections.
 - Existing typical sections of FM 2001 will be based on record drawings and existing traffic lane configurations.
 - Proposed typical sections will be developed to establish proposed lane configurations and proposed roadway and pedestrian features within the existing and proposed ROW.
- Prepare Roadway Alignment Alternatives
 - Evaluate multiple corridors for possible alignment locations. Corridors to analyze will consist of potential alternatives previously identified by the County and its consultants and up to two additional alignment locations.
 - The alternatives will be evaluated based on potential costs, Right-of-Way impacts, environmental impacts/constraints, utility impacts, and traffic operations. The alignment alternatives will not be evaluated/developed to a detailed schematic level.
 - Prepare alignment alternative maps for County and TxDOT review and for presentation at a public meeting.
- Horizontal and Vertical Roadway Geometry
 - Prepare horizontal and vertical roadway geometrics for up to two (2) alignment alternatives utilizing approved design criteria.
 - Horizontal geometry and horizontal roadway elements will be designed utilizing Microstation and Geopak civil design software and will generally comply with the design criteria established in the TxDOT Roadway Design Manual and the DSR approved by TxDOT.
 - Vertical geometry will be designed utilizing Geopak and will generally comply with the design criteria established in the TxDOT Roadway Design manual and the DSR approved by TxDOT.
- Intersection Re-configurations and Geometrics
 - Evaluate and design intersection geometrics for up to 15 intersections.
 - Intersections will consist of existing cross streets and new intersections where the new alignment of FM 2001 will diverge from the existing FM 2001 remaining as a County Rd.
- Preliminary Roadway Cross Sections
 - Prepare preliminary roadway cross sections for the final preferred alternative.
 - Roadway cross sections will be created utilizing Microstation and Geopak design software at a spacing no less than 100 feet with additional sections at points of interests

- o to include cross drainage structures, pavement transition locations, and existing driveways.
- o Existing ground cross sections will be developed based on the DTM data made available by the surveyor.
- o Proposed roadway cross sections will be developed based on the proposed typical sections and design horizontal and vertical geometry.
- o Preliminary roadway cross sections will be utilized to perform earthwork computations.
- o Additional ROW and easement needs will be determined based on the preliminary roadway cross sections.
- Preliminary Hydrologic and Hydraulic Analysis
 - o Delineate existing and proposed drainage areas to determine existing and proposed project runoff. Incorporate FEMA studied (Zone AE) basins where applicable.
 - o Perform hydraulic analysis to determine adequacy and/or sizing of up to ten (10) existing and proposed culverts and one (1) bridge impacted by the proposed improvements.
 - o Establish preliminary culvert/bridge layouts and perform culvert/bridge hydraulic analysis of proposed structures.
 - o Prepare preliminary culvert layouts and incorporate into Geometric Design Schematic.
 - o Design proposed culverts and bridges at FEMA studied (Zone AE) crossings for a zero-rise upstream condition. Provide informal coordination with the local flood plain administrator.
 - o Perform preliminary investigations to determine adequacy of storm sewer outfall locations in areas of FM 2001 utilizing an urban (curb and gutter) typical sections.
 - o Prepare a drainage report for the culvert and bridge crossings.
- Traffic Analysis
 - o Assume the following study area limits for the traffic analysis:
 - SH 45 (north);
 - US 183 (east);
 - SH 21 (southeast);
 - CR 127/High Road (south); and
 - IH-35 (west).
 - o Obtain the following data:
 - Current Campo Travel Demand Model requested formally from CAMPO.
 - Current Thoroughfare and Land Use Plans for Hays County, City of Buda, City of Niederwald, City of Kyle, City of Mustang Ridge, City of Creedmore, and City of Uhland;
 - Existing and historical 24-hour counts along FM 2001.
 - Existing 24-hour counts within the study area.
 - Conduct 24-hour mid-week vehicle classification directional counts for one weekday at the following locations:
 - FM 2001, east of IH-35;
 - FM 2001, at CR 131; and
 - FM 2001, west of SH 21.
 - o Develop traffic projections for the analysis utilizing the Campo Travel Demand Model . Update The Campo Travel Demand Model within the study area boundary: update the existing CAMPO model to reflect current demographics and the current roadway network. This exercise will constitute the development of an existing baseline model.
 - o Develop estimated traffic projections along FM 2001 from IH 35 to SH 21 for years 2018 (opening year), 2038 (design year) and 2048 (pavement year). These projected estimates will be based on the Campo Travel Demand Model. Update the existing baseline model for the design year and pavement year based on the previously collected thoroughfare and future land use plans. Evaluate up to three (3) alternative alignments for FM 2001.
 - o Prepare and submit Project Design ADT and DHV Volume schematics (8 ½ by 11 "stick maps"), pertinent data, and related documentation developed during the course of the project to TxDOT. These will be based on the CAMPO Travel Demand Model.

- Prepare an existing and projected Level of Service analysis of FM 2001 for each alignment scenario.
- Prepare and submit a draft technical memorandum that documents the study methodology, projected traffic volumes, analyses results for each alignment scenarios, and any conclusions and recommendations.
- Preliminary Design Schematic
 - Prepare up to two (2) preliminary design schematics for the narrowed down preferred alternatives. These design schematics will be presented at a public meeting.
 - Preliminary Design Schematic documents will be prepared in accordance with the TxDOT Austin District Project Development Design Schematic Checklist. Features to be included on the Design Schematic consist of the following:
 - Project location map
 - Project description
 - Functional classification
 - Traffic data
 - Existing and proposed typical sections
 - Roadway horizontal and vertical geometry
 - Roadway paving limits
 - Existing and proposed drainage structures
 - Existing and proposed ROW and easements
 - Existing utilities
 - The Preliminary Design Schematics will be submitted to the County and TxDOT for review and comment.
 - Following one (1) round of comments, the Engineer will revise the Preliminary Design Schematics based on the combined comments from TxDOT and the County. The revised Preliminary Design Schematics will be used for presentation at a public meeting.
- Draft Final Geometric Schematic
 - Following the public meetings, the Engineer will refine the preferred alternative and prepare one (1) final design schematic based on public input.
 - Revise the design schematic addressing any outstanding review comments from the County and TxDOT.
 - Present geometric design schematic at a public meeting.
- Final Geometric Schematic
 - Following the public hearing the Engineer will revise the design schematic addressing any outstanding comments from public input and review comments from the County and TxDOT.
- Opinion of Probable Construction Cost
 - The Engineer will prepare planning level Opinions of Probable Construction Cost for identified potential alignment alternatives.
 - The Engineer will refine and prepare schematic level Opinions of Probable Construction Costs for the preliminary and final design schematics.
 - Opinion of Probable Construction Cost will be prepared in the format required by TxDOT Austin District
- Provide Quality Control prior to each submittal

SCHEMATIC DELIVERABLES

The Engineer anticipates the following deliverables will be prepared for the four (4) submittals:

- **Alignment Alternatives Submittal**
 - Alignment Alternatives Roll Plot (36" paper)
 - 3 Copies (TxDOT)
 - 3 Copies (County)
 - 1 electronic copy
 - Alternatives overview/matrix

- 1 Copy (TxDOT)
 - 1 Copy (County)
 - 1 electronic copy
- **Preliminary Schematic Submittal and Revised Preliminary Schematic Submittal**
 - Preliminary Schematic Roll Plots – 2 alternatives (36" paper)
 - 6 Copies (TxDOT)
 - 6 Copies (County)
 - 2 electronic copies
 - Preliminary OPCC
 - 2 Copies (TxDOT)
 - 2 Copies (County)
 - 2 electronic copies
 - **Draft Geometric Schematic Submittal and Final Geometric Schematic Submittal**
 - Schematic Roll Plot (36" paper)
 - 3 Copies (TxDOT)
 - 3 Copies (County)
 - 1 electronic copy
 - Cross Section Sheets (11"x17" paper)
 - 3 Copies (TxDOT)
 - 3 Copies (County)
 - OPCC
 - 1 Copy (TxDOT)
 - 1 Copy (County)
 - 1 electronic copy

TASK 4 ENVIRONMENTAL DOCUMENTATION AND PUBLIC INVOLVEMENT

All Environmental Reports will be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Council on Environmental Quality Regulations (40 CFR 1500-1508), Code of Federal Regulations, Title 23, Part 771, the FHWA Technical Advisory T6640.8A, and Highway Design Operations and Procedures Manual, Part II-B. An Environmental Assessment will be prepared for the proposed project.

A. ENVIRONMENTAL ASSESSMENT AND DOCUMENTATION

- **ENVIRONMENTAL CONSTRAINTS ANALYSIS**
 - Collect and review available environmental data to determine environmental constraints within the project study area. Conduct a field reconnaissance to update and verify accuracy of preliminary environmental constraints data. Prepare an environmental constraints map that identifies major human and natural environmental constraints. Prepare a technical memorandum describing environmental constraints.
 - Obtain, review, and organize existing environmental constraints data.
 - Conduct a field reconnaissance to verify the accuracy of the preliminary environmental constraints map. Identify important environmental features which are not included in the preliminary environmental constraints map.
 - Prepare a revised preliminary environmental constraints map on digital orthophotography using GIS. Major environmental features identified in the record searches will be included

in the constraints map. Aerial photographic interpretation will be used to identify the remaining features in the study area. The important environmental features that will be identified in the preliminary constraints map include schools, hospitals, cemeteries, churches, potential historic and 4(f) properties, archeological sites (not for public display), potential hazardous material or contamination sites, wetlands, floodplains, and endangered and/or threatened species habitats (not for public display).

- ENVIRONMENTAL ASSESSMENT

- Project and Agency Coordination

- A draft Project Scope for Environmental Review Document for the EA will be prepared and submitted to Hays County and TxDOT (Austin District and ENV) for review and approval. A workshop with Hays County and TxDOT (Austin District and ENV) may be required to complete the process. Upon approval, an Environmental Classification Letter will be submitted to TxDOT (Austin District and ENV) for review and approval and upon approval, submitted to FHWA.
- A scoping letter (early agency coordination letter) will be prepared to initiate coordination, inform interested parties about the project, and solicit comments. The letter will identify the project limits, the previous alternatives developed, known environmentally sensitive issues, and the anticipated study schedule. The letter will include a small-scale map showing the proposed project area. Both the letter and map will be submitted to Hays County and TxDOT for review, comment, and approval. Upon approval, the Engineer will distribute it to the agencies and representatives included in a mailing list to be provided by TxDOT.
- The Engineer will coordinate with Hays County and TxDOT throughout project development.

- Need and Purpose for the Project

- A description of the proposed project and the need and purpose for the project will be prepared.
The need and purpose statement will include a description of the existing facilities and the deficiencies to be remedied, including existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed improvements. The need and purpose section will also include a project location map.

- Description of the Alternatives

- The ENGINEER shall evaluate previous studies and recommendations. The EA shall evaluate the No-Build Alternative and the universe of preliminary alternatives based on the project Need and Purpose. Alternatives that do not meet the Need and Purpose shall be eliminated from further study. The Engineer will develop criteria and measures to evaluate up to four reasonable build alternatives. An evaluation matrix will be developed using information from:
 - The existing conditions in the EA;
 - The evaluation criteria and process developed;
 - The preliminary designs for the alternatives; and,
 - Public and agency input.
- The EA will include a summary of the data utilized in the decision making matrix. Based on the results of this evaluation, the Alternatives Analysis shall identify a Recommended Alternative. The No-Build Alternative and the Recommended Alternative will be carried forward for further evaluation in the Environmental Consequences Section of the EA.

- o Technical Reports
 - The Engineer shall prepare a technical report for environmental subject areas determined to be of concern for the project. The technical reports shall incorporate guidance provided during meetings with TxDOT, Hays County, and resource agencies, as applicable. Technical reports shall document existing conditions, methods used, study areas evaluated, and direct impacts assessed for each subject area. Technical Reports shall be prepared for the following subject areas:
 - a. Purpose and Need Statement
 - b. Alternatives Analysis
 - c. Community Impact Assessment
 - d. Traffic Noise
 - e. Hazardous Materials
 - f. Wetlands and Waters of the U.S.
 - g. Ecological Studies, including Threatened and Endangered Species
 - h. Historic Resources
 - i. Archeology
 - j. Indirect and Cumulative Impacts
 - The Engineer shall attend up to 12 coordination meetings with Hays County, TxDOT, and resource agencies as part of the development of the above listed Technical Reports.
- o Affected Environment and Environmental Consequences
 - Land Use and Public Facilities

The project's effects will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies. The EA will include a land use map of the project area. Potential effects on public and community facilities will also be identified and discussed. Section 4(f) and 6(f) properties will be identified. *If a Section 4(f) evaluation is required, it will be conducted under a supplemental agreement with an additional scope of work and budget.*

- Social Economic Impacts, Relocations, and Environmental Justice
 - Socioeconomic impacts will be evaluated in accordance with FHWA's Community Impact Assessment reference.
 - Social Economic Impacts – The EA will include a discussion of the local and regional economic impacts of the project on development, employment opportunities, accessibility, and retail sales. In addition, the EA will discuss the economic impact of the proposed project on established business districts, and any opportunities to minimize or reduce the impacts. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety. The Engineer shall identify considerations affecting pedestrians and bicycles in accordance with requirements of FHWA Technical Advisory TA-T6640.8A (1987) and TxDOT's March 23, 2011 memo regarding bicycle and pedestrian facilities.
 - Right of Way and Relocation Impacts – The area of right of way and/or easement required for each affected parcel for the preferred alternative will be computed and a discussion of the potential for relocations. The EA will include the following information: an estimate of the number of households to be displaced, the availability of decent, safe, and sanitary housing in the area, neighborhoods and families having special composition which may require special relocation considerations, the measures to be taken where the existing housing inventory is insufficient, does not meet relocation standards, or is not within the financial capability of the displaced, an estimate of the numbers, descriptions, types of

occupancy (owner/tenant), and size (number of employees) of businesses and farms to be displaced, the relocation assistance services available.

- Environmental Justice – An assessment of the project's potential impacts on low income and minority populations and limited English proficiency populations will be included in the EA. The assessment will conform to FHWA's guidance for compliance with Executive Order 12898, Environmental Justice.

- Cultural Resources

- Archeological Survey

- The ENGINEER proposes to conduct database searches for archeological and historic resources, coordinate with the Texas Historical Commission (THC) through Hays County and/or the Texas Department of Transportation, Environmental Affairs Division (TxDOT-ENV), if applicable, to secure a valid archeological permit for the project, perform approved field investigations, produce and submit a report per TxDOT Standards of Uniformity (SOU) and Texas Historical Commission (THC)/Council of Texas Archeologists (CTA) requirements.
 - Prior to fieldwork, the ENGINEER will conduct a database search of the THC Sites Atlas to identify previously documented archeological sites as well as historic resources such as historic landmarks, cemeteries, markers, and structures listed on the National Register of Historic Places (NRHP).
 - The scale of the field investigation is assumed to be at the Phase I intensive-survey level (Category 2 under 13 TAC 26.20), and it is assumed that the area of potential effects (APE) for archeological resources will correspond to the footprint of the existing and proposed right-of-way (ROW). The study will include a pedestrian survey for previously unidentified archeological resources as well as mechanical excavations due to the great depth of local soils such as Branyon, Houston Black, and Tinn clays. Field methods will comply with the requirements of 13 TAC 26.20, as elaborated by the THC and the Council of Texas Archeologists (CTA) and TxDOT SOUs, with a minimum coverage of 16 shovel tests per 100-foot width per mile where ground surface visibility is below 30 percent and where soils appear undisturbed. In addition, this investigation will evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act (NHPA) of 1966, as amended, or designation as a State Archeological Landmark (SAL) under the provisions of the Texas Antiquities Code (13 TAC 26.12). Reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with SOU and THC/CTA guidelines and will be coordinated with Hays County, the THC, and/or TxDOT-ENV per the terms of the approved archeological permit.
 - A summary of the archeological work performed will be prepared for inclusion in the EA.

No services related to archeological testing (Phase II), mitigation/data recovery (Phase III), or human burial assessment, coordination, and/or removal will be provided under the current proposal; if required, these services would be provided under a supplemental work authorization.

- Historic Resources Reconnaissance Survey

- The ENGINEER will conduct the database searches referenced above and any additional archival research required by the THC and/or TxDOT-ENV to produce a historic research design for THC/TxDOT-ENV review and approval and establish a

historic-resources APE. The research design will comply with SOU requirements, such as the inclusion of a contextual discussion of recorded resources within 1,300 feet of the APE.

- Following THC/TxDOT-ENV approval of the historic research design, CMEC will conduct the field investigation, which is assumed to be at the reconnaissance-survey level (per SOUs and Item 57 under 13 TAC 26.5). Upon completion of fieldwork, CMEC historic staff will provide a preliminary evaluation of identified resources' potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the NHPA or designation as a SAL under the provisions of the Texas Antiquities Code (13 TAC 26.12). Reporting of results, including preliminary NRHP/SAL evaluations of any identified resources, will follow SOU guidelines for formatting and content, including an appendix containing data sheets for all identified historic-age resources. Submission of the report will be coordinated with Hays County and THC/TxDOT-ENV.
- A summary of the historic-resources work performed will be prepared for inclusion in the EA.

No services related to oral histories, NRHP nominations, HABS/HAER documentation, or intensive-level field or archival study will be provided under the current proposal; if required, these services would be provided under a supplemental work authorization.

o Noise and Air Quality Analyses

- Noise Analysis - A noise analysis will be prepared for the recommended alternative that will include existing and predicted noise levels and noise impacts in accordance with the State's Noise Guidelines and 23 CFR 772. Noise sensitive land uses in the vicinity of the Recommended Alternative will be identified. Field measurements of existing noise levels will be taken at representative noise sensitive receptors along the new alignment. Existing and predicted noise levels, using FHWA's Traffic Noise Model (TNM 2.5), will be calculated for a representative sample of noise sensitive receptors for the design year traffic conditions. The predicted design year noise levels will be compared to the existing noise levels, the FHWA Noise Abatement Criteria (NAC) and the TxDOT Noise Guidelines. A summary of the noise analysis will be included in the Environmental Assessment. *If the analysis results in noise impacts and noise abatement is required, it will be completed under a supplemental work authorization..*
- Air Quality Analysis - An air quality analysis will be prepared in accordance with the State's Air Quality Guidelines. No monitoring of existing air quality will be performed as part of this scope of work. The State will provide data on existing ambient air quality and appropriate input values for the computer modeling. A qualitative MSAT analysis will be included as part of the air quality analysis. A summary of the air quality analysis will be included in the Environmental Assessment. *If a quantitative MSAT analysis or microscale analysis to estimate carbon monoxide concentration levels using CALINE 3 QHC is required, they will be completed under a supplemental work authorization.*

o Ecological Investigations

An ecology field survey and investigation to assess the project's impact on the ecological setting, soils, vegetation, wildlife, threatened and endangered species, water quality, wetlands, floodplains, and prime farmlands will be conducted.

- Soils - A characterization of the geophysical environment of the project, including an understanding of the project area bedrock geology and subsurface strata, soils,

terrain units, and surface processes, which may affect or be affected by the proposed project, will be provided.

- Vegetation and Wildlife- A characterization of project area ecological resources, including descriptions of vegetation and wildlife habitat resources will be performed. Ecologically sensitive resources, if any, will be identified and discussed in the EA.
 - Threatened and Endangered Species - Correspondence with the U.S. Fish and Wildlife Service and Texas Parks and Wildlife Departments to determine state and federal listed species likely affected by the proposed action will be initiated. During field investigations, an assessment of the suitability of affected habitats to support listed species will be made. Hays County will be notified if Section 7 or 10 consultations will be required. This scope of services assumes that threatened and endangered species presence/absence surveys will not be conducted and Section 7 consultation will not be required. *A supplemental agreement with an additional scope of work and budget will be needed if these activities are required.*
 - Water Quality – Coordination will occur with the Texas Commission on Environmental Quality (TCEQ), and the U.S. Environmental Protection Agency (EPA) to collect data on surface water resources. Surface water classifications, general characteristics, and Texas Pollutant Discharge Elimination System (TPDES) discharges will be noted. A discussion of non-point discharges will also be provided. Impacts to water resources will also be discussed.
 - Wetlands – Wetland determinations and delineations for the recommended alternative, if required, will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers Wetlands Delineation Manual (1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region. A routine data form will be completed assessing hydrophytic vegetation, hydric soils and site hydrology. Copies of all routine data forms will be provided with the environmental document. A wetland finding will also be provided, if necessary. *Preparation of an Individual Permit or a Pre-Construction Notification to the USACE, including preparation of Preliminary Jurisdiction Determination Forms, is not included in this scope of work, and if required, would be completed under a supplemental work authorization.*
 - Floodplain Impacts – National Flood Insurance Program (NFIP) maps will be used to determine whether the preferred alternative will encroach on the base (100-year) floodplain. Floodplain areas within the study area will be determined and mapped; encroachment area (in acres) will be quantified. Impacts to floodplains associated with the Natural Resource Conservation Service (NRCS) dams will be identified and coordinated with the TCEQ and local dam owner. The discussion of floodplains will identify the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. For each alternative encroaching on a designated or proposed floodway, a preliminary indication of whether the encroachment would be consistent with or would require a revision to the regulated floodway will be presented.
 - Farmlands - A discussion of impacts on farmlands will be included in the EA. Acres of lands utilized for agriculture, silviculture, or pasture and grazing will be calculated, the Conversion Impacts Rating Form AD 1006 will be processed if necessary, and coordination will occur with the United States NRCS to determine prime, unique, and other lands that are of statewide or local importance within the construction and right-of-way limits of the reasonable build alternatives.
 - Permits – An assessment will be made of the project's compliance with the Nationwide Permit Program and TxDOT will be informed if a Section 404, Section 10 permit or a pre-construction notification (PCN) will be required. *If a PCN, an individual Section 404 or Section 9 or 10 permit is required it will need to be done under a supplemental agreement with an additional scope of work and budget.*
- Visual Impacts

- An assessment will be made of the character of the visual environment and the visual impacts arising from each project, and the potential mitigation in accordance with FHWA guidance memorandum of August 29, 1990.
- Hazardous Materials
 - A database search and visual inspection within the project area to determine existing conditions will be performed and the findings will be summarized in the EA. TxDOT will be notified, if further testing is required, based on the results of the visual inspection. If further testing is required, it will need to be done under a supplemental agreement with an additional scope of work and budget.
- Construction Impacts
 - The EA will include a discussion of the potential construction related impacts the preferred alternative will have on adjacent properties, roadways, traffic, utilities, emergency vehicles, environment, and other related items for this project.
- Indirect and Cumulative Impacts
 - The EA will include a discussion of the project's indirect and cumulative impacts, utilizing TxDOT – ENV's and FHWA's latest guidance.
- General Guidelines for Preparation of Environmental Documents
 - The EA will evaluate the No-Build Alternative and the Preferred Alternative.
 - The environmental document prepared will be provided on paper and electronically in Microsoft Word format.
 - The environmental document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A.
 - Exhibits in the environmental document will be limited to 11 inches by 17 inches where possible.
- Administrative Record
 - Establish, track, organize and manage the project's administrative record, which is the written record supporting the agency's decisions. The documents and materials shall be organized in chronological order by date. The administrative record shall be maintained throughout the duration of this project.

B. PUBLIC INVOLEMENT

The Engineer will conduct and attend meetings, arrange for meeting locations, prepare advertisements for publications, and prepare forms and exhibits for the meetings. The County will utilize the Engineer's prepared advertisements and provide directly to the publications identified by TxDOT Austin District. Fees required by newspapers and similar publications are the responsibility of the County and are not included in the fee associated with this task. The County will provide direct payment to the required publications for advertisements of public involvement meets. Additionally, the County will provide payment for the meeting location for public meetings. This task consists of the following effort:

- Stakeholder Meetings
 - Prepare for and conduct up to eight (8) meetings with community groups and other stakeholders to discuss the Project.
- Project Website
 - The Engineer will design and develop a project website consisting of the following:
 - A unique domain name
 - Cross-browser compatible
 - User-friendly navigation
 - Custom layout
 - Custom images and graphics

- Provide Monthly updates to project website
- Public Meetings
 - The Engineer will conduct and attend two (2) Public Meetings.
 - Prepare exhibits, sign-in sheets, and comment forms for Public Meetings.
 - Prepare advertisements for Public Meetings. The County will submit the advertisements prepared by the Engineer and provide payment directly to the required publications identified by TxDOT Austin District.
 - Arrange for meeting locations for the Public Meeting. County to provide payment for public meeting locations, if applicable.
- Public Hearing
 - The Engineer will conduct and attend one (1) Public Hearing.
 - Prepare exhibits, sign-in sheets, and comment forms for a Public Meeting.
 - Prepare advertisements for a Public Hearing for the County. The County will submit the advertisements prepared by the Engineer and provide payment directly to the required publications identified by TxDOT Austin District.
- The Engineer will prepare a bound report for the public meetings to include legal notices, photographs of displays and set-ups, handouts distributed at the meeting, attendance sheets, comment sheets, comment cards, letters sent and received, public meeting summary and summary of comments. (3 hard copies and 3 electronic copies each)

TASK 5 RIGHT OF WAY MAPPING

- Preliminary Right-of-Way (ROW) Research
 - The Engineer will perform the necessary ROW and deed research of the existing properties and TxDOT ROW deeds to prepare the schematic alignment. The existing ROW will be established based upon existing ROW maps and deeds obtained from TxDOT, as well as record research from Hays County.
 - Obtain the record right-of-way (ROW) maps for existing FM 2001 and SH 21.
 - Calculate the approximate record ROW lines.
 - Determine the approximate record locations of property side lines along existing FM 2001 and proposed new location FM 2001. Current ownership and deed references will be obtained at HCAD and copies of current recorded deeds and plats researched in the county records.
 - Locate visible or easily recoverable front private tract corners and ROW markers, along with any front fence corners, within the project limits.
 - Develop the approximate existing ROW and property sidelines. ROW for intersecting side streets will be calculated from recorded plats if available.
 - Show the approximate existing ROW lines, approximate record property side lines, owner names and deed/plat recording information in a 2d (V8) Microstation file. The initial line work for the property side lines and ROW lines is to be used for schematic design purposes only, and is not intended to be a detailed boundary survey effort required for parcel acquisition.
- Right-of-Way Strip Map
 - Upon approval of the geometric schematic, the Engineer will finalize property line and existing right-of-way line locations and prepare a ROW strip map detailing the existing parcel information, proposed alignment ROW, and proposed easement needs.
 - The Engineer will prepare the ROW strip map in accordance with the current requirements of the TxDOT ROW Manual and work closely with the designated TxDOT representative to insure that deliverables meet the requirements of the Austin District.

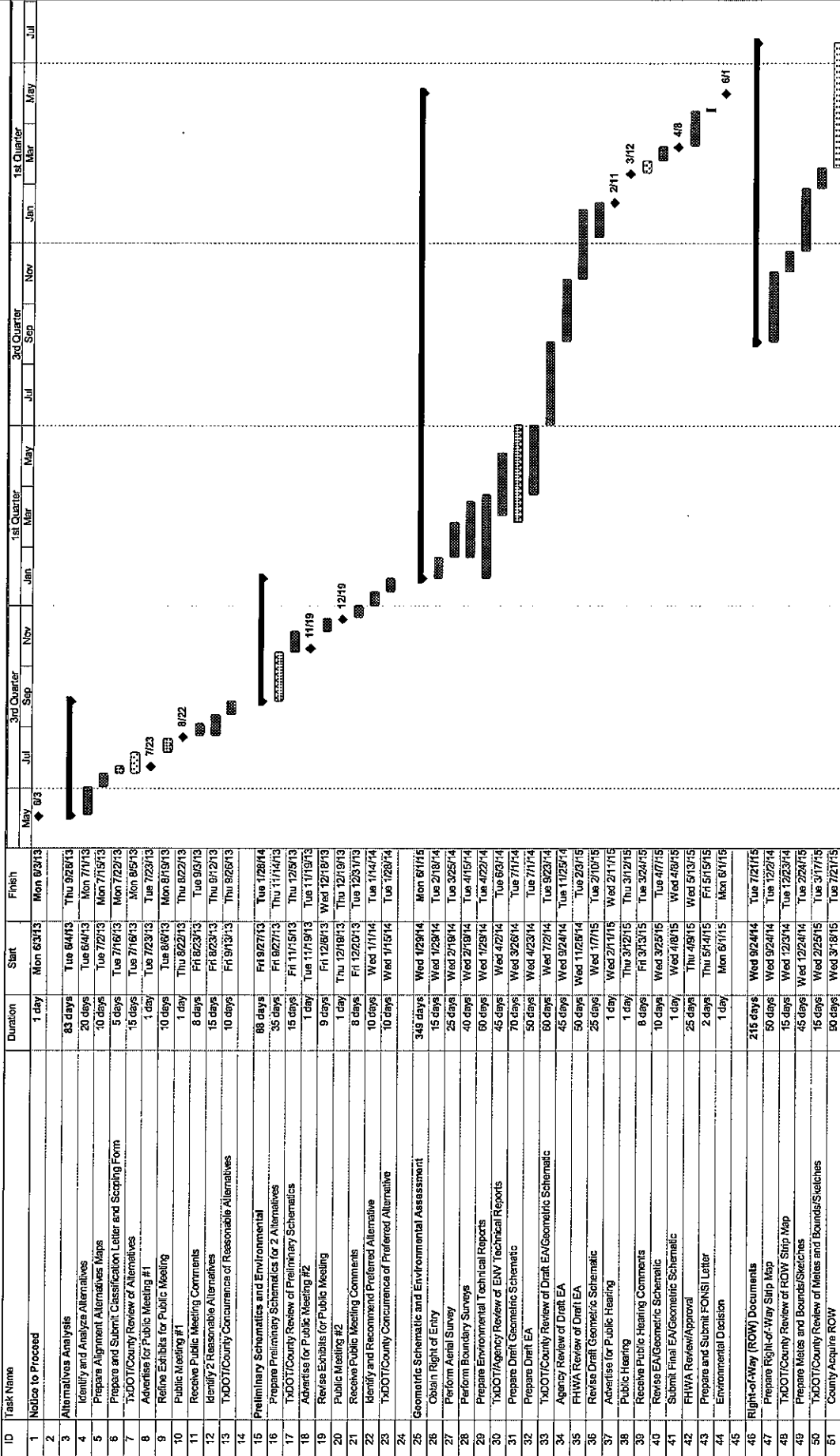
- Submit mapping deliverables for TxDOT review.
- Address any mark ups made by TxDOT personnel and resubmit mapping.
- Parcel Plats and Legal Descriptions
 - Based on the information shown in the Right-of-Way strip map, the Engineer will prepare individual parcel plats and legal descriptions for use in acquiring right-of-way and easements. The Engineer will prepare up to forty (40) Right-of-Way instruments and up to fifteen (15) easement instruments.

SERVICES NOT INCLUDED

Any services requested not specifically provided in the above scope will be considered additional services and performed under a separate work authorization. Examples of services not included in this Agreement but which could be provided as additional services include:

- Geotechnical Engineering and Testing
- Water utilities analysis and design
- Subsurface Utility Engineering
- Preparation of CLOMR/LOMR
- Traffic Control Schematic
- Traffic impact analysis, traffic signal warrant studies, and traffic signal design
- Right-of-Way acquisition services

EXHIBIT C - FM 2001 SCHEMATIC, ENVIRONMENTAL, RIGHT-OF-WAY SCHEDULE



Project: FM 2001 - IH 35 to SH 21
 Hays County
 Date: Mon 4/23/13

Task
 Split
 Milestone
 Summary

Project Summary
 External Task
 Inactive Task

Inactive Milestone
 Inactive Summary
 Manual Task
 Duration-only

Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only

Progress
 Split

EXHIBIT D - FEE SCHEDULE
FM 2001 - IH 35 TO SH 21
SCHEMATIC, ENVIRONMENTAL, AND RIGHT OF WAY

SUMMARY

TASK	KHA FEE	CP&Y FEE	COX MCLAIN FEE	RIFELINE FEE	SAM INC FEE	WALLACE GROUP FEE	TOTAL FEE
KIMLEY-HORN AND ASSOCIATES, INC.							
TASK 1 - PROJECT MANAGEMENT	\$98,320						\$98,320
TASK 2 - AERIAL SURVEY AND IMAGERY	\$6,960				\$63,440		\$70,400
TASK 3 - SCHEMATIC DESIGN	\$406,490						\$406,490
TASK 4 - ENVIRONMENTAL DOCUMENTATION AND PUBLIC INVOLVEMENT	\$52,420	\$272,876	\$32,914	\$44,350			\$402,560
TASK 5 - RIGHT OF WAY MAPPING	\$14,085					\$148,935	\$163,020
SUBTOTAL (LABOR FEE)	\$578,275	\$272,876	\$32,914	\$44,350	\$63,440	\$148,935	\$1,140,790
DIRECT EXPENSES							
	\$8,736.00	\$8,780.50	\$5,126.00	\$4,060.00	\$30,852.00	\$1,300.00	\$58,855
TOTAL PROJECT COSTS PER FIRM	\$587,011.00	\$281,656.50	\$38,040.00	\$48,410.00	\$94,292.00	\$150,235.00	
COMBINED TOTAL							\$1,199,644.50

EXHIBIT D - FEE SCHEDULE
FM 2001 - IH 35 to SH 21
SCHEMATIC, ENVIRONMENTAL, AND RIGHT OF WAY

Kimley-Horn and Associates, Inc.
 Detail Fee Schedule

Task Number	Task Name	Senior Engineer II	Senior Engineer I	Professional	Senior Designer	Analyst	Support Staff	KHA Labor Total (hours)
1	Project Management and Administration							0
	Project Administration/Set Project Files and Maintain		20	24	130.00	105.00	70.00	164
	Progress Reports and Invoices		32	20			40	92
	Prepare and Maintain Project Schedule and Work Plan	6	12	12				30
	General Correspondence	16	40	32				88
	Prepare Requests and Obtain Right of Entry		24	40			12	76
	Status Meetings (12) + minutes	16	48	48				112
	TxDOT Review Meetings (4)	8	16	16				40
	Caldwell County Meetings (2)		8	8				16
	Exchange information and files with Utility Owners		8	24				32
	Continued Coordination with Utility Owners		20	32				52
	Prep, Conduct and Attend Utility Coordination Meetings (2)	4	12	12				28
	Task Total (Hours)	50	240	268	0	0	172	730
	Task Total (Dollars)	\$10,500	\$39,600	\$36,180	\$0	\$0	\$12,040	\$98,320
2	Aerial Survey and Imagery							0
	Coordinate with Sub		8	8				16
	QC and processing of design survey		8	24				32
	Task Total (Hours)	0	16	32	0	0	0	48
	Task Total (Dollars)	\$0	\$2,640	\$4,320	\$0	\$0	\$0	\$6,960
3A	Schematic-Roadway							0
	Data Collection and Assessment		6	12		12	4	34
	Field Verify Survey and Base Map		8	8		8		24
	Prepare Design Criteria and DSR Forms for urban/rural sections	1	6	12				19
	Attend DCC Meeting	4	4	4				12
	Typical Sections		4	8		16		28
	Evaluate Alignment Alternatives		24	40		40		104
	Prepare Exhibits and OPCC for alternatives	4	16	40		60		120
	Design Horiz Geometrics for 2 Alternatives (iterative)		24	40		80		144
	Design Vertical Profile for 2 Alternatives (iterative)		32	80		120		232
	Refine Roadway Geometrics for Preferred Alternative		16	40		80		136
	Prepare Preferred Alignment Cross Sections (iterative)		24	80		120		224
	Develop Side Street/Intersection Horizontal Geometry		16	48		80		144
	Develop Side Street/Intersection Profiles		20	60		120		200
	Preliminary Schematic Plans Production (2 schematics)	8	40	80		160		288
	Geometric Schematic Plan Production	4	16	32		60		112

EXHIBIT D - FEE SCHEDULE
FM 2001 - IH 35 to SH 21
SCHEMATIC, ENVIRONMENTAL, AND RIGHT OF WAY

Kimley-Horn and Associates, Inc.
 Detail Fee Schedule

Task Number	Task Name	Senior Engineer II \$210,000	Senior Engineer I 165,000	Professional	Senior Designer	Analyst	Support Staff	KHA Labor Total (hours)
	Deliverable Preparation and Submission		4	12	130.00	105.00	70.00	48
	Respond to TxDOT/County/Public Comments and Update schematic rolls for each submittal	12	32	60		80		184
	Prepare schematic-level OPCC for 2 alternatives	8	16	32		32		88
	Refine OPCC for preferred alternative (each submittal)	1	4	8		12		25
	Additional Site Visits to verify schematic design		16	16		8		40
	QC/QA	60						60
	Task Total (Hours)	102	328	712	0	1112	12	2266
	Task Total (Dollars)	\$21,420	\$54,120	\$96,120	\$0	\$116,760	\$840	\$289,260
3B	Schematic-Hydrology & Hydraulics							0
	Obtain FEMA models			6				6
	Hydrology for cross culverts and bridges		4	48		80		132
	Culvert/Bridge Hydraulics and configurations		40	80		60		180
	Evaluate storm sewer outfalls in urban sections		8	12		24		44
	Prepare Preliminary Culvert and Bridge Layouts		20	40		30		90
	Prepare Exhibits/Coordination with Local Flood Plain Administrator		8	24		24		56
	Prepare Hydraulic Report		8	16		24	8	56
	QC/QA	32						32
	Task Total (Hours)	32	88	226	0	242	8	596
	Task Total (Dollars)	\$6,720	\$14,520	\$30,510	\$0	\$25,410	\$560	\$77,720
3C	Schematic-Traffic							0
	Data Collection/Count Data	1		4				5
	Develop baseline models for each scenario	32		80				112
	Develop Proposed Specific Scenario Models	16		32				48
	LOS Analysis	6		16				22
	Documentation	16		40				56
	Coordination	4		4				8
	Task Total (Hours)	75	0	176	0	0	0	251
	Task Total (Dollars)	\$15,750	\$0	\$23,760	\$0	\$0	\$0	\$39,510
4A	Environmental Documentation							0
	Exhibit Prep/coordination for EA		16	16		20		52
	QC of EA and reports	12	24					36

EXHIBIT D - FEE SCHEDULE
FM 2001 - IH 35 to SH 21
SCHEMATIC, ENVIRONMENTAL, AND RIGHT OF WAY

Kimley-Horn and Associates, Inc.
 Detail Fee Schedule

Task Number	Task Name	Senior Engineer II \$210.00	Senior Engineer I \$6,600	Professional \$135.00	Senior Designer \$130.00	Analyst \$105.00	Support Staff \$70.00	KHA Labor Total (hours)
	Task Total (Hours)	12	40	16		20	0	88
	Task Total (Dollars)	\$2,520	\$6,600	\$2,160	\$0	\$2,100	\$0	\$13,380
4B	Public Involvement							
	2 Public Meetings + help set up	8	14	14				36
	1 Public Hearing + help set up	4	7	7				18
	3 Public Meeting Preparation Meetings		9	9				18
	Exhibit Preparation		8	16		16		40
	Attend up to 8 Additional Stakeholder Meetings		32					32
	Project Website Set up			40	40			80
	Project Website Monthly Maintenance			48				48
	Task Total (Hours)	12	70	134	40	16	0	272
	Task Total (Dollars)	\$2,520	\$11,550	\$18,090	\$5,200	\$1,680	\$0	\$39,040
5	ROW Mapping							
	Coordination w/ ROW Sub		8	8				16
	QC of ROW Strip Map		6	12				18
	QC of ROW instruments (assume 55)		10	55				65
	Task Total (Hours)	0	24	75	0	0	0	99
	Task Total (Dollars)	\$0	\$3,960	\$10,125	\$0	\$0	\$0	\$14,085
	PROJECT TOTAL (Hours)	283	806	1639	40	1390	192	4350
	PROJECT TOTAL (Dollars)	\$59,430	\$132,990	\$221,265	\$5,200	\$145,950	\$13,440	\$578,275

EXHIBIT D - FEE SCHEDULE
FM 2001 - IH 35 to SH 21
SCHEMATIC, ENVIRONMENTAL, AND RIGHT OF WAY

Kimley-Horn and Associates, Inc.
 Detail Fee Schedule

Task Number	Task Name	Senior Engineer II	Senior Engineer I	Professional	Analyst	Support Staff	KHA Labor Total (hours)
		\$210.00	165.00	135.00	105.00	70.00	

EXPENSES	UNIT	UNIT COST	QUANTITY	TOTAL
Traffic Counts	LS	\$3,000	1	\$3,000
CADD Plotting	LF	\$2.00	900	\$1,800
8 1/2" X 11" B/W Paper Copies	EA	\$0.10	1000	\$100
11" X 17" B/W Paper Copies	EA	\$0.15	1000	\$150
8 1/2" X 11" Color Paper Copies	EA	\$1.00	500	\$500
11" X 17" Color Paper Copies	EA	\$1.80	500	\$900
Express Mail (Standard)	EA	\$15.00	8	\$120
Express Mail (Oversized)	EA	\$30.00	12	\$360
Deliveries	EA	\$25.00	8	\$200
Mileage	MI	\$0.565	2400	\$1,356
Website domain name and mapping	years	\$50	2	\$100
Web hosting fees	years	\$75	2	\$150
EXPENSE TOTAL				\$8,736

GRAND TOTAL (KHA)	\$587,011
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Exhibit D

FM 2001
IH 35 TO SH 21

Task Description	No. of PS&E Sheets	Environ Manager \$185.00	Senior Environ Specialist \$123.00	Environ Specialist \$88.00	Biologist \$91.00	GIS Specialist \$77.00	Admin / Clerical \$80.00	Total Labor Hours	Total Direct Labor Costs
II SOCIAL/ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT									
A Environmental Constraints Analysis									
A1 Obtain, review, and organize existing environmental constraints data	2			12	12			46	\$ 4,242.00
A2 Conduct field reconnaissance	8		16	16	16			56	\$ 6,312.00
A3 Prepare environmental constraints map	2		4	12	12	32		62	\$ 5,474.00
A4 Prepare technical memorandum describing environmental constraints	2		8	32	24	32		98	\$ 8,818.00
B Environmental Assessment									
B1 Project and Agency coordination	20		16	40	8	4		88	\$ 10,224.00
B2 Need and purpose for the project	4		4	18				24	\$ 2,640.00
B3 Description of the Alternatives	2		8	16		16		42	\$ 3,994.00
B4 Technical Reports (8 meetings)	24		24	24				46	\$ 6,562.00
B4 Affected Environment and Environmental Consequences									
a. Land Use and Public Facilities	2		12	40		16		70	\$ 6,598.00
b. Social/Economic Impacts	4		8	36				48	\$ 4,892.00
1) Community Impacts	4		8	36		32		80	\$ 7,356.00
2) Right of Way and Relocation Impacts	4		8	36		32		80	\$ 7,356.00
3) Environmental Justice	4		8	36		32		80	\$ 7,356.00
c. Cultural Resources	4		8	36				48	\$ 4,892.00
1) Historic Resources	4		8	36				48	\$ 4,892.00
a) Prepare Research Design	2		6	6				8	\$ 1,108.00
b) Conduct Reconnaissance survey	2		6	6				8	\$ 1,108.00
c) OC Reconnaissance survey report and incorporate into EA	2		6	6				8	\$ 1,108.00
2) OC Archeology and incorporate into EA	2		6	6				8	\$ 1,108.00
d. Noise and Air Quality Analyses	4		160	20				184	\$ 16,360.00
1) Noise Analysis	4		160	20				184	\$ 16,360.00
2) Air Quality Analysis	1		20					21	\$ 1,945.00
e. Ecological Investigations	2		12	4	40			58	\$ 5,838.00
1) Threatened and Endangered Species	2		12	4	40			58	\$ 5,838.00
2) Vegetation	2		12	4	40			58	\$ 5,838.00
3) Wetlands & Waters of the U.S.	2		16	4	48			78	\$ 7,674.00
4) Floodplains	2		16	4	48			78	\$ 7,674.00
f. Visual Impacts	2		4	16	16			30	\$ 2,784.00
g. Hazardous Materials	2		4	16	16			30	\$ 2,784.00
h. Construction Impacts	2		4	16	16			30	\$ 2,784.00
i. Indirect and Cumulative Impacts	1		8	8				16	\$ 1,482.00
B5 Prepare EA Document	16		80	100	60	60		316	\$ 31,690.00
a. Prepare Draft EA	8		16	60	24	40		152	\$ 14,312.00
b. Address Hwy County Comments	2		8	16	8	8		46	\$ 4,426.00
c. Address TxDOT - Austin District Comments	16		20	80	176	40		176	\$ 17,316.00
d. Address TxDOT - ENV Comments	16		20	80	176	40		176	\$ 17,316.00
e. Address Agency Comments	4		8	20	12	4		42	\$ 5,204.00
f. Address FHWA Comments	8		12	40	16	8		88	\$ 8,668.00
g. Prepare Final EA	4		12	24	8	8		60	\$ 5,892.00
B6 Administrative Record	8		60	60				124	\$ 11,112.00
C Public Involvement Outreach									
C1 Prepare for and Meet with stakeholders (up to eight meetings)	32							32	\$ 5,820.00
C2 Prepare public meeting displays and exhibits with digital orthophotography	8		8	16		40		64	\$ 5,868.00
C3 Prepare for and staff 2 public meetings and 1 public hearing (3 total)	30		30	30				60	\$ 8,190.00
A Project Management (24 months)									
A1 Create and submit monthly invoices	12							12	\$ 1,140.00
A2 Prepare monthly progress reports	12						24	12	\$ 2,220.00
A3 Internal Team Meetings and project meetings (12 meetings)	36							36	\$ 6,660.00
A4 Establish and attend periodic progress meetings TxDOT	12							12	\$ 2,220.00
III - SUBTOTALS									
HOURS SUB-TOTALS	0	\$ 59,940.00	\$ 41,328.00	\$ 96,272.00	\$ 34,216.00	\$ 36,960.00	\$ 4,180.00	2,662	\$ 272,876.00
SUBTOTAL (III)									

Exhibit D

FM 2001 IH 35 TO SH 21

Expense Item	Unit	Unit Cost	Amount	Total Cost
Digital Ortho Plotting	lf	\$ 2.00	100	\$ 200.00
8 1/2" X 11" BW/Paper/Copies	sheet	\$ 0.10	5,000	\$ 500.00
11" X 17" BW/Paper/Copies	sheet	\$ 0.15	1,000	\$ 150.00
8 1/2" X 11" Color Paper/Copies	sheet	\$ 1.00	1,000	\$ 1,000.00
11" X 17" Color Paper/Copies	sheet	\$ 1.80	2,000	\$ 3,600.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4X6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.39	50	\$ 19.50
Express Mail (Standard)	each	\$ 15.00	8	\$ 120.00
Express Mail (Oversized)	each	\$ 30.00	8	\$ 240.00
Deliveries	each	\$ 25.00	8	\$ 200.00
Mileage	mile	\$ 0.585	600	\$ 351.00
GPS Rental	day	\$80.00	5	\$ 400.00
HazMat Database Search	each	\$1,500.00	1	\$ 1,500.00
Historical/Aerial Photos	each	\$500.00	1	\$ 500.00
Miscellaneous Project Related Expenses	NA	at cost	NA	
SUBTOTAL DIRECT EXPENSES				\$ 8,780.50

FM2001 - Archeological & Historic Coordination/Permitting, Surveys & Reporting
 Cox|McLain Environmental Consulting, Inc.

LABOR

Description	Senior Env Scientist II		Senior Env Scientist I		Envl. Prof II		Envl. Prof I		Envl. Staff II		Envl. Staff I		Envl. Tech II		Envl. Tech I		Totals	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 Research Design Coordination/Background	0	0	0	12	20	0	0	20	0	0	0	0	0	0	0	0	0	52
Task 2 Pre-field Preparation	0	0	0	6	6	0	0	16	0	0	0	0	0	0	0	0	0	28
Task 3 Field Investigations/Travel	0	0	0	40	12	0	0	40	0	0	0	0	0	0	0	0	0	144
Task 4 Draft Archeo/HRSR Report Preparation/Editing/QC	0	0	0	54	60	0	0	16	0	0	0	0	0	0	0	0	0	130
Task 5 Client/Agency Review and Comment Response	0	0	0	8	8	0	0	4	0	0	0	0	0	0	0	0	0	20
Task 6 Final Archeo/HRSR Report Production/QC	0	0	0	10	12	0	0	20	0	0	0	0	0	0	0	0	0	42
Total Labor Hours	0	0	0	130	118	0	0	116	0	0	0	0	0	0	0	0	0	416
Rate	\$138.00		\$120.75	\$100.63	\$86.25	\$71.88	\$63.25	\$51.75	\$44.56									
SUBTOTAL Labor Cost	\$0		\$0	\$13,082	\$10,178	\$0	\$7,337	\$0	\$2,317									

EXPENSES

	Unit	Quantity	Rate	Total
Backhoe + operator	Day	3	\$1,250.00	\$3,750
Mileage (Allowable IRS Rate)	Miles	500	\$0.565	\$283
Hotel	Day	0	\$90.00	\$0
Per Diem	Day	0	\$36.00	\$0
Vehicle Rental and Fuel	Day	0	\$90.00	\$0
Airfare	R/T	0	\$400.00	\$0
Overnight Delivery	Letter	0	\$15.00	\$0
Field Supplies	LS	0	\$100.00	\$0
GPS Rental/Daily Use Fee	Day	0	\$85.00	\$0
Digital Camera Use Fee	Day	0	\$25.00	\$0
Color Reproduction - Plates	Page	100	\$2.00	\$200
Copies - B&W	Page	1000	\$0.10	\$100
Curator fee (TARL-JT/CAS-TSU)	Drawer	0.5	\$1,587.60	\$794
TOTAL Non-labor Expenses				\$5,126

Notes/Assumptions: Assumes CP&Y and/or KHA will coordinate access/rights of entry to proposed ROW as well as properties within historic APE; if no right of entry is available for parcels of interest during the field survey, then a reasonable and good-faith effort will be made to identify and document the resource from the ROW/leasehold. Assumes CP&Y/client will provide plat maps and available deed information for ROW/leasehold and surrounding parcels. Assumes 1 archeological field visit w/ 3-person team for accessible parcels within approximately 8.5-mile survey (longest alignment). Assumes mechanical trenching required due to soils/topography. Assumes 1 historic field visit w/ 2-person team for accessible parcels within 8.5-mile recon-level survey and 1 visit to local library/historical society, if needed. Exclusions: oral histories, NHP nominations, intensive surveys, HABS/HAER documentation, archeological testing or mitigation, human remains assessment/removal, and other work products based on a higher level of effort are not included within this estimate but can be provided under a separate scope and fee.

TOTAL COSTS - CMEC

\$38,040



Service Mapping, Inc.
 4801 Westwood Park
 Houston, TX 77056
 Tel: 281.417.8555 Fax: 281.417.8557
 www.sam-inc.com

Proposal Breakout
 Client: Hays County
 Project: FM 2001 - IH 35 to SH 21

Date: 5/7/2013

Production Task:	Hours							Geospatial Computer
	Principal	Senior Project Manager	Project Manager	Photogrammetrist /Project Lead	AT/Ortho Technician	LIDAR/Photogrammetry Technician		
AERIAL MAPPING								
Video/Oblique Production				4	30		34	
Aerial Triangulation				32		264	296	
Stereo Classification and Feature Extraction				4			4	
LIDAR Classification / Feature Extraction Quality Control							0	
Orthophotography Processing and Production					41		41	
Editing - CADD - TxDOT	2	8	29	40	71	264	375	
Total Hours	\$170.00	\$155.00	\$140.00	\$105.00	\$95.00	\$92.50	\$15.00	
Labor Rates	\$340.00	\$1,240.00	\$4,060.00	\$4,200.00	\$6,745.00	\$24,420.00	\$5,625.00	
Production Cost								\$46,630.00
Acquisition								\$26,000.00
								\$72,630.00

GRAND TOTAL \$72,630.00

**FEE SCHEDULE (SAM, INC.)
SUPPLEMENTAL DESIGN SURVEY**

Project: FM 2001
Limits: PI 35 to SH 21

TASK DESCRIPTION	PRLS PROJECT MANAGER	PRLS PROJECT SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	SURVEY TECHNICIAN GPS	2-MAN SURVEY CREW	3-MAN SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FIELD SURVEYING AND MAPPING (FC-150)	2	5	10	10	4	80	20	2	2	\$16,810.00		
1-LIDAR SUPPORT, ESTABLISH HORIZONTAL AND VERTICAL CONTROL - 6 Primary, 4 Secondary, 20 AM Targets, Digital Levels										\$120.00		
FC-150 SUB-TOTALS	2	5	10	10	4	80	20	2	2	\$16,810.00		
HOURS SUB-TOTALS	2	5	10	10	4	80	20	2	2			
CONTRACT RATE PER HOUR	\$125.00	\$110.00	\$90.00	\$80.00	\$105.00	\$130.00	\$160.00	\$85.00	\$60.00			
TOTAL LABOR COSTS	\$250.00	\$550.00	\$900.00	\$800.00	\$420.00	\$10,400.00	\$3,200.00	\$170.00	\$120.00	\$16,810.00		
% DISTRIBUTION OF STAFFING	1.5%	3.7%	7.4%	7.4%	3.0%	59.3%	14.8%	1.5%	1.8%			
OTHER DIRECT EXPENSES:		# OF UNITS	COST/UNIT									
Mileage (number x current state rate)		800	\$0.57							\$452.00		
GPS Ready (State)		36	\$25.00							\$900.00		
GPS RTK		140	\$25.00							\$3,500.00		
Monument Materials		0	\$25.00							\$0.00		
Control Stakes		0	\$30.00							\$0.00		
Dred Codes		0	\$1.00							\$0.00		
Marker Peak (11"x17")		0	\$4.00							\$0.00		
Marker Peak (22"x34")		0	\$8.00							\$0.00		
Photocopy BW (11"x17")		0	\$0.20							\$0.00		
Photocopy BW (8.5"x11")		0	\$0.10							\$0.00		
SUB-TOTAL DIRECT EXPENSES										\$4,852.00		

SUMMARY	LABOR COSTS	NON-SALARY (OTHER DIRECT EXPENSES)	TOTAL SAM SURVEY
	\$16,810.00	\$4,852.00	\$21,662.00

EXHIBIT D - FEE SCHEDULE

The Wallace Group, Inc.

FM 2001 - IH 35 TO SH 21

Description of Work or Task	Project Manager \$130.00/Hr	RPLS/Project Surveyor \$120.00/Hr	Senior Survey Tech \$85.00/Hr	Survey Tech Research \$75.00/Hr	Survey Tech GPS \$85.00/Hr	Survey Crew with GPS \$130.00/Hr	Admin/ Clerical \$55.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task: Preliminary Right-of-Way (ROW) Research									
1. Obtain record ROW maps for FM 2001 & SH 21	2	10	40	16			4	72	\$6,280.00
2. Calculate approx. record ROW lines & generate working sketch	2	15	60	4			2	83	\$7,570.00
3. Determine approx. record locations of property sidelines	2	20	60	4			2	88	\$8,170.00
4. Locate front corners, ROW markers and any front fence corners	2	20	20	8	25	130	8	213	\$24,425.00
5. Develop approx. ROW lines and property sideline	2	20	60	8			4	94	\$8,580.00
6. Show approx. existing ROW lines, property sidelines, owner names & recording information for schematic design purposes only.	2	15	80	4			4	105	\$9,380.00
Preliminary ROW Subtotal:	12	100	320	44	25	130	24	655	\$64,405.00
Task: Right-of-Way Strip Map									
Final Boundary review including tying some back pins to finalize boundary review for take lines.									
1. Set iron rods with caps marking the new ROW line and where property lines intersect new ROW lines	4	20	80	8	20	85	4	221	\$23,290.00
2. ROW Strip Map Subtotal:	8	40	100	16	40	170	8	382	\$41,480.00
Task: Parcel Plats & Legal Descriptions									
1. Prepare parcel plats & legal descriptions for use in acquiring ROW	10	120	300	10			20	460	\$43,050.00
Parcel Plats & Legals Subtotal:	10	120	300	10	0	0	20	460	\$43,050.00
Labor Subtotal									\$148,935.00
Direct Expenses: Such items include shipping charges, printing and photographic reproductions, special fees, permits, required traffic control, etc.									\$1,300.00
SUMMARY	30	260	720	70	65	300	52	1497	\$150,235.00