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**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to authorize County Judge to execute a Master Agreement Amendment and Work Authorization with Lockwood, Andrews and Newnam, Inc. for the professional services necessary to procure right-of-way for the Dacy Lane Phase 2 Priority Road Bond Program project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 20, 2013	\$279,363

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Precinct 2 Commissioner Mark Jones	JONES	INGALSBE

**SUMMARY**

Dacy Lane was identified as a County roadway warranting safety improvements as part of the 2008 Priority Road Bond Program. The project scope described in the bond program included the initial engineering studies required to begin environmental clearance as well as ROW preservation.

The initial Master Agreement included only the work necessary to determine the preferred alignment for the roadway through the corridor. This work was completed and a preferred alignment determined. A subsequent supplement to this work authorization was approved by the Court on December 20, 2011 to permit advancing design to the 30% level to adequately define right-of-way limits for acquisition purposes.

At this time, 30% design is substantially complete and right-of-way needs have been adequately defined to allow acquisition.

Supplement No. 1 to Work Authorization No. 1 is attached for the Court's review and approval.

Funds are available within the priority road bond program budget.

FILED: **08 20 13**  
HAYS COUNTY COMMISSIONERS' COURT  
Resolution # 28242 VOL V PG 219

**SUPPLEMENT NO. 2 TO THE DACY LANE**  
**MASTER AGREEMENT**  
**WORK AUTHORIZATION**

STATE OF TEXAS                   §  
  §  
HAYS COUNTY                    §

This Supplement No. 2 to the Dacy Lane Master Agreement Work Authorization is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Lockwood, Andrews and Newnam, Inc. (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed the Master Agreement Work Authorization for professional services for the Dacy Lane project on February 24, 2010;

WHEREAS, the maximum amount payable for services performed in Exhibit B to the Master Agreement is \$305,000 as amended by Supplement No. 1 to the Dacy Lane Master Agreement Work Authorization;

WHEREAS, the services performed in Exhibit A to the Dacy Lane Master Agreement Work Authorization where payable as Lump Sum;

WHEREAS, services of ENGINEER's subconsultants are permitted a 1.10 multiplier;

WHEREAS, the Reimbursable Expenses identified in the Dacy Lane Master Agreement Work Authorization are permitted a 1.05 multiplier;

WHEREAS, it has become necessary to amend the Dacy Lane Master Agreement Work Authorization for right-of-way acquisition services.

WHEREAS, provisions for taxable professional services were not included in the Dacy Lane Master Agreement Work Authorization.

**WORK AUTHORIZATION**

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Master Agreement Work Authorization is amended as follows:

- A2.0       The scope of work is hereby amended in accordance with the attached Supplement to Exhibit A.
- A5.0       SECTION 5 – TIMES FOR RENDERING SERVICES is hereby added to the Master Agreement Work Authorization. Work Authorization termination date is hereby set to December 31, 2014.
- B6.1.1.1   General is hereby amended to "The maximum amount payable for services performed in Exhibit B to the Dacy Lane Master Agreement Work Authorization is hereby increased from \$305,000 to \$584,363 in accordance with the attached supplement to Exhibit B. The basis of compensation for the services described in the Supplement to Exhibit A shall be the hourly rates set forth in the Supplement to Exhibit B. The

**Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of these services at the **Engineer's** invoice cost."

B6.1.2.2 ENGINEER's Consultants is hereby amended to "For services of ENGINEER's Consultants performed or furnished pursuant to paragraph 3.1 or 3.2, the amount billed to ENGINEER therefor times a factor of 1.0".

"If, during any portion of ENGINEER's services, 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 the COUNTY directly so that ENGINEER 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 competitive requirements set out in Section 232.023 of the Texas Local Government Code".

B6.1.3 Second paragraph is hereby amended to "The amount payable to ENGINEER for Reimbursable Expenses will be charge actually incurred or the imputed cost allocated by ENGINEER therefor times a factor of 1.00".

B6.2.1. Preparation of invoices is hereby amended to "The portion of the amount billed for ENGINEER's services will be invoiced monthly based on the Hourly Rates specified in the attached Supplement to Exhibit B incurred at the time of billing".

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

**IN WITNESS WHEREOF**, the **County** and the **Engineer** have executed this supplemental agreement in duplicate,

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

THE ENGINEER:

HAYS COUNTY:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Hays County Precinct 2 Commissioner

Title: \_\_\_\_\_

Reviewed as to Form By:

\_\_\_\_\_  
County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

## SUPPLEMENT TO EXHIBIT A

### Hays County – Dacy Lane Phase 2, Bebee Road to Hillside Terrace Services to be Provided By LAN ROW Services

- 1.0 **SERVICE REQUIREMENTS OF LAN:** Services shall include, but are not limited to the following activities:
- 1.1 Project Administration
- 1.1.1 Communication
- 1.1.1.1 Provide summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by Hays County / designee.
- 1.1.1.2 Maintain current status reports of all parcel and project activities and provide monthly to Hays County / designee.
- 1.1.1.3 Provide schedule of all areas of work indicating anticipated start and end dates.
- 1.1.1.4 Participate in project review meetings at dates and times determined by Hays County / designee.
- 1.1.1.5 Prepare initial property owner contact list for use in distribution of introduction letters.
- 1.1.1.6 Provide property owners with Notice of Intent to acquire letters and Landowner Bill of Rights CMRRR.
- 1.1.2 File Management
- 1.1.2.1 Primary project and parcel files will be kept in LAN's office.
- 1.1.2.2 Prepare invoices utilizing pre-approved payment submissions forms with supporting documentation.
- 1.1.2.3 Maintain records of all payment amounts.
- 1.1.2.4 Maintain copies of all correspondence and contacts with property owners.
- 1.2 Title Services
- 1.2.1 Secure preliminary title commitment or preliminary title search, and five-year sales data from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by Hays County / designee and is not included in this scope of work.
- 1.2.2 Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by Hays County / designee and is not included in this scope of work or fee schedule.
- 1.2.3 Secure title insurance for all parcels acquired, insuring acceptable title to Hays County. Written approval by Hays County / designee required for any exception. Cost of title insurance is paid by Hays County / designee and is not included in this scope of work or fee schedule.
- 1.2.4 The cost of all curative work necessary to provide clear title to Hays County is the responsibility of LAN and is included in the negotiated fee schedule for this service.
- 1.3 Initial Appraisal
- 1.3.1 Appraisers must be selected from TxDOT's list of state approved fee appraisers.
- 1.3.2 Secure written permission from the owner to enter the property from which land is to be acquired. If either LAN or its' sub consultant, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from Hays County / designee. Maintain permission letters with appraisal reports.
- 1.3.3 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using forms similar to acceptable TxDOT forms.

- 1.3.4 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- 1.3.5 Prepare complete appraisal report for each parcel to be acquired in narrative form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
- 1.3.6 As necessary, prepare written notification to Hays County / designee of any known environmental concerns associated with the ROW to be acquired, which could require environmental re-mediation.
- 1.3.7 All completed appraisals will be administratively reviewed and approved by Hays County / designee.
- 1.3.8 As necessary, the appraiser will appear and/or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings.

1.4 DELETED

1.5 Appraisal Updates

- 1.5.1 Prepare complete appraisal update for the parcel to be acquired. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- 1.5.2 As necessary, prepare written notification to Hays County / designee of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation. All completed appraisals will be approved by Hays County / designee.
- 1.5.3 As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings. Fees for Expert Witness Testimony will be billed directly to Hays County.

1.6 DELETED

1.7 Negotiation Services

- 1.7.1 Analyze appraisal reports and confirms Hays County / designee approved value prior to making offer for each parcel.
- 1.7.2 Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- 1.7.3 Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- 1.7.4 Prepare the initial offer letter, purchase agreement and instrument of conveyance.
- 1.7.5 The written offer and appraisal report will be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- 1.7.6 Contact each property owner or owner's designated representative, to present the written offer in person where practical and deliver appraisal report.
- 1.7.7 Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- 1.7.8 Respond to property owner inquiries verbally and in writing within two business days.
- 1.7.9 Prepare a separate negotiator contact report for each parcel.
- 1.7.10 Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- 1.7.11 Transmit to Hays County / designee any written counter offer from property owners including supporting documentation, and LAN recommendation with regard to counter offer.

- 1.7.12 Prepare final offer letter, documents of conveyance as necessary and mail by certified mail, return receipt requested (CMRRR).
  - 1.7.13 Appear and provide Expert Witness testimony when requested.
  - 1.7.14 Securing a Right of Entry or Possession and Use Agreement is part of general Negotiation Services.
- 1.8 Closing Services
- 1.8.1 Coordinate with Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary to request a check from Hays County / designee.
  - 1.8.2 Attend closings and provide closing services in conjunction with Title Company.
  - 1.8.3 Record all original instruments immediately after closing at the County Clerk's Office.
- 1.9 Relocation Services
- 1.9.1 Notify all potential displacees of eligibility for relocation assistance.
  - 1.9.2 Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way. Complete a form similar to TxDOT form ROW-R-96, for all displacees.
  - 1.9.3 Calculate replacement housing supplement benefits on a form similar to TxDOT Form ROW-R-107.
  - 1.9.4 Compute and submit request for relocation housing/rental supplement to Hays County / designee for approval.
  - 1.9.5 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.
  - 1.9.6 Sixty days later if displacees have not vacated and if the parcel has been acquired, issue a 30 day letter.
  - 1.9.7 Perform a decent, safe, and sanitary inspection of the replacement housing.
  - 1.9.8 Prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
  - 1.9.9 Request moving estimates from moving companies as needed.
  - 1.9.10 Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies.
  - 1.9.11 Maintain relocation contact logs.
  - 1.9.12 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
  - 1.9.13 Process and compute increased interest payments as required.
  - 1.9.14 When moves exceed \$20,000, submit a moving plan for the business owner or tenant.
  - 1.9.15 Relocation agent shall be available for any appeals or hearings.
  - 1.9.16 Prepare all relocation payment claim submissions for all displacees on parcel.
  - 1.9.17 Deliver payments to displacees.
- 1.10 Condemnation Support Services
- 1.10.1 Upon issuance of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
  - 1.10.2 Use the information from the Title Commitment to join all interested parties.
  - 1.10.3 Prepare a packet including but not limited to copies of the following documents: Commitment, Negotiator's Reports / Logs, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to Hays County Attorney / designee.
- 1.11 Survey
- 1.11.1 Prepare parcel metes and bounds description along with parcel sketch.

## SUPPLEMENT TO EXHIBIT B

**Professional Acquisition Services to be Provided By LAN ROW Services  
Dacy Lane, Beebe Road to Hillside Terrace  
Hays County**

Based on assumption of 18 - 20 parcels for priority parcels

Task	PM (\$185/hr)	SR Agent (\$130/hr)	Agent (\$115/hr)	ROW Technician (\$80/hr)	Admin (\$75/hr)	Total Hours
Project Preparation and Administration	30	30	30	50	50	190
Rights-of-Entry (for all segments)	25	75	50	100		250
Acquisition Services	75	250	200	400		925
Condemnation Support	0	0	0	0		0
Relocation (1 residential)	20	10	80	20		130
SUB TOTALS (hrs)	150	365	360	570	50	1495
<b>SUB TOTALS (\$)</b>	<b>\$27,750</b>	<b>\$47,450</b>	<b>\$41,400</b>	<b>\$45,600</b>	<b>\$3,750</b>	<b>\$165,950</b>

**Subconsultant and other expense**

Expenses	Unit	Rate	Total
Appraisal	20	\$3,500	\$70,000
Appraisal Review	20	\$750	\$15,000
Survey - fee taking	20	\$750	\$15,000
Mileage	2500	\$0.565	\$1,413
Misc (postage, courier, etc.)	actual costs		\$2,000
Lien Release Fees	actual costs		\$10,000
<b>SUB TOTALS</b>			<b>\$113,413</b>

**TOTAL (not to exceed)                      \$279,363**