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 the County Judge to execute a Professional Services Agreement with Bowman Consulting Group LTD for Professional Engineering Services related to the FM 150 Center Turn Lane (SH21-Lehman Rd.) Project in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 17, 2013	$725,000 NTE

LINE ITEM NUMBER

026-801-96-633.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver	INGALSBE	N/A

SUMMARY

FILED: 09 17 2013
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28316 VOL V PG 238

Contract No. FM 150 (SH 21 - Lehman Rd.)
Bowman Consulting ***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 - RFQ - in award process
- ☐ Insurance
  - ○ 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
    - o Supporting Documentation
    - o Report of Completion Percentage
- ❑ Invoice for Reimbursables
    - o Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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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 Bowman Consulting Group, LTD (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct a continuous center turn lanes, widened shoulders and safety improvements to FM 150 between Lehman road and SH 21;

WHEREAS, ***County*** desires to obtain professional services for Survey, Schematic Design, Environmental (CE), Public Involvement, and PS&E Design (***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 600 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) 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 SectionVI, 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: Bob Hickey
Bowman Consulting Group
3863 Centerview Drive; Suite 300
Chantilly, VA 20151

with copy to: Tracy A. Bratton
Bowman Consulting Group
3101 Bee Cave Road, Suite 100
Austin, TX 78746

OK
MJ 9/2/2013

COUNTY: Hays County Judge
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666
Attn: Judge Bert Cobb, M.D. (or successor)

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

OK
M 9/4/2013

and to: Hays County Precinct 1
Commissioner Debbie Ingalsbe
111 E. San Antonio Street, Suite 304
San Marcos, Texas 78666

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, 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.

EXECUTED this_____ day of _____, 2013.

THE ENGINEER: Bowman Consulting, LTD.

BY: _____

Printed Name: Tracy A. Bratton

Title: V.P, Branch Manager

HAYS COUNTY:

BY: _____

BERT COBB, M.D.
Hays County Judge

Reviewed as to Form By: _____
County Attorney

Funds Verified By: _____
County Auditor

OK
MH 9/4/2013

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 $675,000.00.

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 $725.000, 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 _____ (***the "Engineer"***).

Part1. 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.

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
_____	Hays County, Texas
By: _____	By: _____
Signature	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

Bowman Consulting CLASSIFICATION	2013 / 2014 BILLING RATE	2015 BILLING RATE
Branch Manager	$ 200	$ 208
CADD Drafter 1	$ 90	$ 93
CADD Drafter 2	$ 85	$ 88
CADD Drafter 3	$ 80	$ 83
CADD Drafter 4	$ 75	$ 78
Clerical	$ 65	$ 67
Department Executive	$ 185	$ 192
Department Manager	$ 185	$ 192
Designer 1	$ 110	$ 114
Designer 2	$ 100	$ 104
Designer 3	$ 90	$ 93
Engineer 1	$ 150	$ 156
Engineer 2	$ 135	$ 140
Engineer 3	$ 110	$ 114
Engineering Assistant	$ 75	$ 78
Environmental Project Manager	$ 135	$ 140
Environmental Scientist 1	$ 100	$ 104
Environmental Scientist 2	$ 90	$ 93
Environmental Scientist 3	$ 80	$ 83
Environmental Technician	$ 65	$ 67
Field Coordinator	$ 90	$ 93
Licensed Surveyor	$ 140	$ 145
Office Manager	$ 90	$ 93
Project Manager	$ 150	$ 156
Project Surveyor, SIT	$ 100	$ 104
Senior Project Manager	$ 175	$ 182
Sr. Environmental Scientist	$ 135	$ 140
Survey Field Crew-1man	$ 110	$ 114
Survey Field Crew-2man	$ 140	$ 145
Survey Field Crew-3man	$ 180	$ 187
Survey Tech 1	$ 100	$ 104
Survey Tech 2	$ 90	$ 93
Survey Tech 3	$ 75	$ 78

EXPENSES

Black & White copies	$0.05/ea
Color Copies	$0.59/ea
Black Line Plots (24x36)	$1.50/ea
Full Color Plots (24x36)	$12/ea
4 Wheel Drive Vehicle	$40/day
Mileage	IRS standard Rate
Other Expenses / Subcontracts	Cost

* - Expert Witness work will be invoiced at 1.6 times the above hourly rates.

January 2009

Cobb, Fendley & Associates CLASSIFICATION	2013 / 2014 BILLING RATE	2015 BILLING RATE
Project Manager	$190.00/HR	$195.00/HR
Project Engineer III	$150.00/HR	$155.00/HR
Project Engineer II	$130.00/HR	$135.00/HR
Project Engineer I	$105.00/HR	$110.00/HR
Senior Engineer	$225.00/HR	$225.00/HR
Senior Technician	$120.00/HR	$125.00/HR
Technician III	$105.00/HR	$110.00/HR
Technician II	$90.00/HR	$94.00/HR
Technician I	$75.00/HR	$78.00/HR
Licensed State Land Surveyor	$200.00/HR	$200.00/HR
Registered Professional Land Surveyor	$145.00/HR	$152.00/HR
4- Man Survey Crew	$165.00/HR	$172.00/HR
3- Man Survey Crew	$145.00/HR	$152.00/HR
2- Man Survey Crew	$125.00/HR	$130.00/HR
Construction Manager	$150.00/HR	$156.00/HR
Senior Field Construction Observer	$100.00/HR	$105.00/HR
Field Construction Observer	$88.00/HR	$92.00/HR
Utility Specialist	$125.00/HR	$130.00/HR
Telecommunications Designer	$95.00/HR	$99.00/HR
Telecommunications Fieldman	$75.00/HR	$78.00/HR
GIS Manager	$130.00/HR	$135.00/HR
GIS Analyst	$90.00/HR	$95.00/HR
Right-of-Way Agent	$110.00/HR	$114.00/HR
Administrative	$90.00/HR	$90.00/HR
Clerical	$65.00/HR	$67.00/HR
GPS	$32.00/HR/Receiver	$32.00/HR/Receiver
SUBSURFACE UTILITY ENGINEERING		
Level C & D (Without Level B)	$0.45/Foot	$0.48/Foot
Level B – Designation (Without Level C & D)	$1.43/Foot	$1.50/Foot
Level A – Location (Non-Destructive Excavation):		
Vertical Depth: 0 Ft. – 5 Ft.	$1,125/Hole	$1,150/Hole
5 Ft. – 8 Ft.	$1,580/Hole	$1,640/Hole
8 Ft. – 13 Ft.	$1,825/Hole	$1,895/Hole
13 Ft. – 20 Ft.	$2,510/Hole	$2,600/Hole
> 20 Ft.	$3,600/Hole	$3,725/Hole
Ground Penetrating Radar	$250/HR	$260/HR

OK 9/24/2013

SUE Technician (With Equipment)	$98/HR	$100/HR
Vacuum Excavation Truck with 2 Technicians	$250/HR	$260/HR
Traffic Control Officer	@ Cost	@Cost
Traffic Control (Lane Closures, etc.)	To Be Negotiated	To Be Negotiated
Permits (Local, State, etc.)	@ Cost	@Cost
Designation & Traffic Control Vehicles	$3.40/Mile	$3.50/Mile
Location Vehicles	$6.80/Mile	$7.00/Mile
Designation Vehicle Mobilization	$500/Each	$525/Each
Location/Vac Truck Mobilization	$900/Each	$935/Each

REIMBURSABLE EXPENSES

Technology Fee (*)	$3.75/HR	$3.80/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost	@ Cost
Courier, Special Equipment Rental	@ Cost	@ Cost
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	$35/Day	$37/Day
Title Plant Charges	@ Cost	@ Cost
Other Misc. Expenses Related to the Project	@ Cost	@ Cost
In-House Reproduction:		
Copies (Up to 11" x 17")	$0.15/Each	$0.15/Each
Color Prints (Up to 11" x 17")	$1.50/Each	$1.55/Each
Color Prints (Larger than 11" x 17")	$3.00/Sq. Ft.	$3.10/Sq.Ft.
Bluelines (All Sizes)	$1.00/Each	$1.00/Each
Bond Prints (All Sizes)	$2.00/Each	$2.00/Each
Mylar Prints	$12.00/Each	$12.00/Each
Vellum Prints	$9.00/Each	$9.00/Each

OK MN 9/2/2014

(*) Technology charges added to each billable man-hour.

HDR Engineering, Inc. CLASSIFICATION	2013 / 2014 BILLING RATE	2015 BILLING RATE
Engineering		
Senior Engineer / Task Leader	$222.00/HR	$231.00/HR
Project Engineer	$190.50/HR	$198.00/HR
Design Engineer	$158.50/HR	$165.00/HR
Engineer in Training	$111.00/HR	$115.50/HR
Senior Designer	$143.00/HR	$148.50/HR
Designer	$111.00/HR	$115.50/HR
Senior CADD Technician	$127.00/HR	$132.00/HR
CADD Technician	$95.50/HR	$99.00/HR
Environmental		
Env. Task Leader	$222.00/HR	$231.00/HR

Sr. Env. Scientist	$127.00/HR	$132.00/HR
Jr. Env. Scientist	$101.50/HR	$105.50/HR
Principle Arch. Investigator	$114.00/HR	$119.00/HR
Project Archaeologist	$75.00/HR	$78.00/HR
Field Technician	$46.50/HR	$48.50/HR
GIS Technician	$89.00/HR	$93.00/HR
Technical Editor	$129.00/HR	$134.50/HR
Historian	$78.00/HR	$81.50/HR
Right-of-Way Acquisition		
Project Manager /Task Lead		$231.00/HR
Appraiser		$165.00/HR
Eminent Domain Coord.		$148.50/HR
Acquisition Agent III		$148.50/HR
Acquisition Agent II		$132.00/HR
Acquisition Agent I		$115.50/HR
Relocation Agent III		$148.50/HR
Relocation Agent II		$132.00/HR
Relocation Agent I		$115.50/HR
Document Control Manager		$158.50/HR
Support Staff		
Technical Assistant	$95.50/HR	$99.00/HR
Admin / Clerical	$89.00/HR	$92.50/HR

The hourly rates shown are valid through August 31, 2016 and include an approximate 4% escalation based upon the anticipated timeframe for work activities to be performed.

Sheets & Crossfield

CLASSIFICATION	BILLING RATE
Senior Attorneys	$200.00/HR
Junior Attorneys	$180.00/HR
ROW Manager	$100.00/HR
ROW Agents	$75-$700/HR
All Appraisers, Surveyors	@Cost

OK
MY 9/2/2015

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

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.

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 _Commissioner Debbie Ingalsbe_.

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed under this contract shall consist of providing surveying, engineering and environmental services required for the environmental permitting, design, and engineering construction support for FM 150 from Lehman Road to State Highway 21. The project consists of adding a continuous center turn lane (14-feet) and widened shoulders (4-6-foot desirable; 3-foot minimum) in portions of FM 150 that are currently only two lanes. It is anticipated that the project limits comprise two sections of FM 150 – the first from Lox to Drue Drive (approximately 10,900-ft) and the second from Hemphill Elementary School (County Road 202) to State Highway 21 (approximately 4,500-ft).

The project is anticipated to be broken in to three Work Authorizations. The first being for design and right-of-way survey (including subsurface utility location) and development of a schematic for TxDOT approval identifying preliminary easement needs, utility conflicts, and preliminary construction estimate and schedule. The second work authorization will be for environmental clearances (it is anticipated the project will be permitted as a Categorical Exclusion) and public involvement to provide public outreach during construction related to lane closures and local business access. The third anticipated work authorization will be for detailed design, easement acquisition support, letting, and construction support.

The Engineer shall provide the services described below for surveying, schematic preparation, public involvement, environmental study, and hydrologic/hydraulic study. All deliverables will be submitted in hardcopy format and digital PDF files on CD / DVD. All native design files will be made available at project milestones or on request.

SURVEY

1. Right-of-way Survey
   - 1.1. All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.);
   - 1.2. An on-the-ground field survey of the existing FM 150 right-of-way and the affected parent tracts;
   - 1.3. Development of a base map (deed study) showing ownership of the subject properties and record tract lines based upon current deeds. This does not imply a complete abstracting of the parent tracts or warranty that all encumbrances will be discovered or shown.
   - 1.4. Performance of a boundary analysis utilizing the deed study and data from the field survey.
   - 1.5. Computation of boundaries of ROW / Easement parcels for each of the subject parcels.
   - 1.6. Preparation of ROW / Easement documents in accordance with TxDOT Right-of-way Acquisition Survey Deliverable Standards and Specifications.
   - 1.7. Draft plats for the ROW parcels at 1"=50' or 1"=100', including closure computations.
   - 1.8. Preparation of field note descriptions for ROW / Easement Parcels.
   - 1.9. Set monumentation.
2. Supplemental design & topographic survey
   - 2.1. All services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.);
   - 2.2. Horizontal control shall be based on Texas State Plane Coordinate System, South Central

Zone, NAD-83. The project baseline shall staked be coincidental with or parallel to, the stationed "Design Centerline." Base line control points shall be established using 15M (ASTM) (5/8 inch) iron rods, 36 inch long, or equivalent as warranted by terrain, at PC's and PI's and PT's of horizontal curves and at 1000 feet maximum intervals on tangents.

2.3. Vertical Control shall be based on NAVD -88. Locate published benchmarks (i.e. LCRA, TXDOT, FEMA, GPS point, etc.); establish benchmark circuit (run levels) throughout the project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the project; tie benchmarks (station/offset) to project baseline. Benchmarks shall be 20M (ASTM) (3/4 inch) diameter, 48 inches long, or equivalent as warranted by terrain, located near the existing ROW line at a measured distance. Perform the benchmark circuits in accordance with good surveying practice. Provide location of permanent project benchmarks and traverse points (description, coordinates and elevations).

2.4. Obtain cross-sections at 50'-100' intervals and major grade breaks to fifty feet outside of the proposed ROW as necessary to produce a one-foot interval contour digital-terrain model ("DTM"), as well as any visible improvements;

2.5. Field survey personnel (as differentiated from a qualified arborist) will tag and locate all hardwood trees eight inches in diameter and greater, measured breast high. A tree list with tag numbers, tree diameter and species (common name) will be provided in an ASCII format file. Using the formula of 1 foot of crown radius for each inch of trunk diameter, the calculated canopy for all located trees will be shown;

2.6. Survey the location of boreholes drilled by project geotechnical consultant.

2.7. Obtain cross-sections for creek crossings, as designated by the project engineer, at 50 ft. intervals and major grade breaks as necessary to produce a one-foot interval contour digital-terrain model ("DTM") for 200 ft. upstream and 200 ft. downstream of the proposed ROW. Cross-sections will extend 50' in each direction from the centerline of each creek, except as necessary to cover the general area of the 100 year floodplain up to 500 ft upstream and downstream of the proposed ROW.

2.8. Profile and cross section intersecting streets and roads from ROW to ROW to 250 feet from the FM 150 centerline.

2.9. All surveying shall be performed in US Survey feet;

2.10. Deliverables shall consist of electronic MicroStation 2D files, MicroStation 3D files, Geopak DTM, TIN and DAT files, ASCII point files, code lists, field notes and sketches.

3. Subsurface Utility Engineering

3.1. Provide Quality Levels B (Horizontal Locates), C (Site Investigation), and D (Research) SUE Investigations. If required, Quality Level A (Vertical Locates) is deemed necessary, this service will be added on an as-needed bases by a supplemental to this work authorization.

3.2. The Engineer shall also mark utilities a minimum of 150' up each intersecting roadway.

4. Restablishment of project control for construction

4.1. An offset of the design centerline tangents will be staked at full (100ft) stations on one side of the roadway.

4.2. An offset of the design centerline curves for Points of Curvature, Points of Tangency, Points of Intersection and half (50ft) stations will be staked on two sides of the roadway.

4.3. Radius points for intersecting streets and driveways.

4.4. Ends of pipes or centerline of culverts crossing the roadway.

4.5. The points described above will be staked on the ground one time with wooden hubs, nails or other suitable monuments, depending on working surfaces.

SCHEMATIC DESIGN

Engineer will prepare design schematic. The schematic will be based on the existing roadway alignment and typical section provided by the County at the inception of this project. It is anticipated that no additional right-of-way will be required for this project; however, it is anticipated that permanent and temporary easements may be required for drainage, utility relocations and construction.

1. Right of Entry: Right of entry for surveying and environmental tasks required as part of this project will be obtained. The Engineer will prepare letters to property owners of record. Reasonable efforts will be made to obtain right of entry, to make special accommodations at property owners requests, and work around uncooperative or unreachable owners. Upon request by the Engineer, the County will assist with obtaining right-of-entry.
2. Pavement Design. Pavement Design – The Engineer shall prepare a pavement section design to achieve a 20-year design life using FPS 19 or other TxDOT approved pavement design methodology. The Engineer shall procure the services of a geotechnical Engineer for use in the pavement design evaluations, which shall include the feasibility of salvaging any existing pavement. The Engineer will coordinate with the geotechnical Engineers on the pavement design. Recommendations will include review of noise, water quality and cost impacts of pavement alternatives. The Engineer shall only be responsible for the pavement design for the limits of this contract assignment. The County and/or its representative shall perform the final review and approval of all pavement designs developed by the Engineer.
3. Drainage: Hydraulic designs shall be in accordance with the TxDOT Hydraulic Design Manual. Modeling and design shall be developed utilizing Geopak Drainage, HY8, THYSYS, CulvertMaster, WinStorm, HEC-HMS or other appropriate hydraulic design software. As part of developing the schematic the Engineer will:
   - 3.1. Develop drainage basin maps for crossing waterways and delineate basins for smaller watersheds and roadside drainage.
   - 3.2. Calculate discharges using appropriate methodology based on basin size.
   - 3.3. Determine size / type for major waterway crossing conveyance structures and provide cross-sectional or preliminary bridge details as required to support development of the schematic and final easement determinations.
   - 3.4. Size all crossing and parallel drainage conveyances and identify drainage easements if required.
   - 3.5. Develop HEC-HMS and HEC-RAS Models for two (2) drainage basins exceeding 150-acres
   - 3.6. Prepare a Drainage Report describing the assumptions and methodology for hydrologic and hydraulic calculations and summarizing findings.
   - 3.7. Detention (evaluation or design of) is not anticipated with this project. If significant changes are made to existing drainage patterns, a supplemental work authorization will be required to address detention and / or the need for easements to convey storm water to an existing drainage.
4. Roadway Schematic
   - 4.1. Geometric Layout, Plan & Profile Schematic: Detail ultimate horizontal and vertical alignment after final alignment has been approved. Plan layout scale is to be at 1"=100'.
   - 4.2. Provide exhibits for interim and ultimate schematic intersection layouts at cross streets including profiles for major side roads if warranted.
   - 4.3. Develop a typical phasing plan that considers the impacts to local business and school access as well as neighborhoods.

4.4. Design Exceptions. The Engineer will identify design exceptions and waivers, and will document the necessity for each design exception or waiver. Exhibits for each design exception will be prepared. (Currently the only design exception / waiver anticipated is for the center turn lane width.)

4.5. Prepare Design Summary Report

4.6. Design Cross-Sections: Create typical section illustrating cut / fill and cross-sections at features of special concern (i.e. intersections, walls, bridges).

4.7. Right Of Way Determination: Determine ROW and easement needs based on roadway grading / drainage needs and constructability requirements.

4.8. Agency Approval: Meet with TxDOT to review the schematic and Design Summary Report.

5. Prepare a Preliminary Engineer's Opinion of Probable Cost for the construction of the complete project (in current dollars). The County will assist the Engineer in determining the value of any required ROW or easements and associated improvements.

6. Prepare construction time determination estimate.

UTILITY COORDINATION & ROW / EASEMENT ACQUISITION

The Engineer, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for the project.

1. Utility Coordination:

1.1. Engineer will prepare an exhibit showing utility conflicts along with the Schematic and begin to coordinate relocation of the utilities identified to be in conflict with the project.

1.2. Project Quality Assurance / Quality Control (QA/QC). The Engineer will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function.

1.3. Utility Status Report. The Engineer will create and maintain a utility status report and submit on a bi-weekly basis. The status report will include, at a minimum, per each Roadway Segment:

- Project Segment with Limits
- Roadway Segment Design Engineer
- Roadway Segment Design Status
- Estimated Start or Letting Date
- Utility Owners within Roadway Segment
- Utility Design Status
- Utility Agreement or Permit Status
- Utility Relocation Status

1.4. Monthly Project Status Meetings. The Engineer will participate in monthly project status meetings with the County and/or its Designated Representatives. The meetings will review:

- Activities completed since the last meeting.
- Issues encountered.
- Late activities.
- Activities required by the next progress meeting.
- Solutions for unresolved and/or anticipated problems.
- Information or items required from other agencies/consultants.
- Review of Utility's Proposed Adjustments

2. Utility Adjustment Activities activities include meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, preparation of utility joint use agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the Engineer's responsibilities, as listed in the following scope.

2.1. Engineer shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

2.2. Engineer shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The Engineer will be responsible for the following:

- Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- Project Notifications. Prepare written notification letters at each design milestone, with associated project information and files, and send to utility owners
- Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
- Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
- Schedule and conduct design milestone meetings (i.e., 30%, 60%, 90%, etc.)

2.3. External Communications: The Engineer will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The Engineer will also provide copies of reports, correspondence and other documentation of work-related communications between the Engineer, utility owners and other outside entities when requested by the County.

2.4. Permits and right of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction (not already obtained byte design engineer) to

allow the Engineer to work within existing streets, roads or private property for additional designating and/or subsurface utility locating

2.5. The Engineer shall determine which utilities will conflict with proposed Construction and make the utility company aware of these conflicts. The Engineer shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

2.6. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Utility Completion Checklist, Master Utility Adjustment Agreement, Utility Joint Use Agreement, Affidavit, Quitclaim, Easement Documents, Field Notes for quitclaim portion of easement, Contractor Statement, Plans, Specifications, and detailed cost estimates.

- The Engineer, in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used and which utilities will be installed by "Agreement" or by "Permit". The Engineer shall review and process all agreement and permit requests and forward to the County or its Designated Representative for final approval.
- Utility Agreements: If a utility is located within an easement, the utility Company may have a compensable interest. The utility company must furnish a copy of their easement to the Engineer. The Engineer shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The Engineer shall assist the utility company with adjustment plans and cost estimate for these adjustments. The Engineer shall review plans to ensure that the proposed adjustments will not conflict with highway construction. The Engineer will submit a copy of the easement, plans, and estimate to the County or its Designated Representative by letter recommending approval. The utility should be reimbursed all cost included within their easement limits for replacement in kind unless otherwise negotiated terms by the Engineer. The Engineer will work with the County and/or its Designated Representative to determine the appropriate agreement form to use for each assigned project.
- Non-Reimbursable Utility Adjustments. The Engineer will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The utility company should submit the permit and adjustment plans to the Engineer for review. The Engineer shall review plans to ensure compliance with the County Utility Design Criteria Guidelines and the TxDOT UAR, if applicable, and to ensure that the proposal will not conflict with roadway construction. The Engineer will submit the permit to the County or its Designated Representative by letter recommending approval.
- Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The Engineer shall determine what funding amount is required based upon the applicable betterment or eligibility ratio. The County or its Designated Representative shall be notified immediately of the need for an ILA by

the Engineer. The Engineer will assist in the preparation and coordination of the ILA, as needed.

2.7. Utility Tracking Reports. The Engineer will prepare and maintain a utility tracking report for the project. The tracking report will in a spreadsheet format and will be updated on a monthly basis. The utility tracking report will include the following:

- Utility Owner and Contact Information
- Meetings and Written Notifications
- Agreement Information
- Utility Billings

2.8. Utility Billings. The Engineer will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements. If needed, the Engineer will request any missing documentation required to support the invoice from the utility. After completion of the review, the invoice with supporting documentation, recommendation for payment, partial payment form and a payment summary will be forwarded to the County or its Designated Representative for approval and payment.

3. Utility Adjustment & Design. Includes the identification of utility conflicts, coordination, and resolution of utility conflicts, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. For the initial scope of work, it is assumed that the design of relocated utilities will be done by the affected entity. This services can be added if requested. The Engineer shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

3.1. Review of Utility's Proposed Adjustments

- Evaluate Alternatives: The Engineer will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.
- Review Estimates and Schedules: The Engineer will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
- Review Plans for compliance with TxDOT Utility Accommodation Rules, if applicable, and proposed location data. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
- Review Traffic Control Plans. The Engineer shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The Engineer must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

3.2. Utility Certification/Special Provisions: The Engineer shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their affects on roadway construction.

4. ROW Coordination for Utility Relocation. The Engineer will coordinate with the County or its Designated Representative in regards to right-of-way and easement acquisitions for the project.

This coordination will include:

4.1. Identifying utility easement acquisition needs
4.2. Utility structure clearance as a result of ROW acquisition
4.3. Priorities in ROW acquisition schedule and for utility relocations
4.4. Preparation of exhibits to assist in ROW or easement acquisition process
4.5. Meetings with the County of its Designated Representative to review ROW acquisition and utility status

5. ROW / Easement Acquisition. Acquisition of all right of way and other property interests necessary as shown on strip map, parcel map, or right of way acquisition schedule spreadsheet, and by designated metes and bounds field notes to be provided. The specific tasks include:
   5.1. Negotiations with existing property owners,
   5.2. Appraisals of properties to be acquired,
   5.3. Legal Personnel for preparation of the required documentation
   5.4. Litigation/Acquisition Support, as required.
   5.5. General Legal consultation for issues relating to overall project.

ENVIRONMENTAL

The Engineer shall provide the following environmental services for the project:

1. Environmental document preparation. It is anticipated the project will be permitted as a Categorical Exclusion prepared in accordance with Texas Department of Transportation (TxDOT) Standards of Uniformity (SOU) for Categorical Exclusions (last revised March 15, 2011). The scope described for this task assumes that ultimate construction of the Preferred Alternative will require coordination related to waters of the U.S., endangered species, hazardous materials, and cultural resources. The actual tasks needed to complete this effort will depend on the specific circumstances of the preferred alternative, and may include additional investigations and/or permitting not addressed in this scope. The CE will be composed of a Cover Sheet; Description of Proposed Action; Description of Surrounding Area; Specific Areas of Environmental Concern (such as Displacements, Socioeconomics, Historic Properties, Archeological Resources, Vegetation, Water Quality, Soils/Farmland, Noise, Hazardous Materials, Visual, Floodplains, Species, Wild and Scenic Rivers, and Air Quality); Federal, State and Local Actions; Public Involvement; Conclusions; and Exhibits, Figures, and Coordination.
2. Public involvement: Organize and attend one public meeting and one open house (dates to be determined) as required for the CE. The Engineer shall organize the meeting venue, prepare all notices and provide supporting documentation and exhibits.
3. Waters of the U.S.: Document the location, extent, and condition of potentially jurisdictional waters of the U.S. to support possible permitting actions under Sections 401 and 404 of the Clean Water Act. Prepare summary maps, tables, figures, photographs, and text descriptions of likely jurisdictional waters as necessary to document findings. Coordinate with Engineer to provide information in a format(s) that that supports development of final design and preparation of the CE document. Prepare a summary of permitting options for review by Engineer and County. Coordinate with U.S. Army Corps of Engineers and prepare documentation needed for Corps review and approval, if required for this subtask (budgeted separately, after completion of preliminary jurisdictional determination).
4. Endangered Species: Perform a habitat analysis to document the location, extent, and condition

of potential threatened and endangered species habitat. Prepare summary maps, tables, figures, photographs, and text descriptions of potential endangered species habitat to document findings. Coordinate with Engineer to provide information in a format(s) that that supports development of final design and preparation of the CE document. Complete presence/absence aquatic and/or terrestrial species surveys in identified potential habitat (budgeted separately, after completion of habitat assessment). Prepare documentation for review and approval by the U.S. Fish and Wildlife Service or other agencies in support of this task (budgeted separately, after completion of habitat assessments and species surveys).

5. Hazardous Materials: Search available environmental agency databases. The database search results will be reviewed to identify any recognized environmental conditions that might affect the proposed right-of-way. The database records will be searched to the appropriate distances as established by the ASTM Standard E 1527-05. Coordinate with Engineer to provide information in a format(s) that that supports development of final design and preparation of the CE document. A Phase I Environmental Site Assessment is not included, and if necessary, will be budgeted separately, if evaluation of the environmental agency database search results warrants additional investigation.
6. Cultural Resources: Document the location and condition of extant archeological sites and historic-age structures to support future coordination with the Texas Historical Commission and Texas Department of Transportation regarding potential impacts to cultural resources. Coordinate with the Texas Historical Commission and Texas Department of Transportation, as applicable, on appropriate survey design and obtain permits to conduct cultural resource surveys. Conduct detailed archeological field investigations in accordance with the approved survey design, which may include pedestrian surveys of surface features and shovel tests or backhoe trenches of the subsurface. Conduct detailed investigations of historic-age properties to gather additional architectural information and determine the potential for listing in the National Register of Historic Places. Prepare a report documenting the findings and a preliminary assessment on archeological or historic-age site significance. Coordinate with Engineer to provide information in a format(s) that that supports development of final design and preparation of the CE document. This scope does not include efforts or agency coordination regarding potential impacts to historic-age resources or for the testing or mitigation of NRHP eligible archaeological sites.

PUBLIC INVOLVEMENT

1. Public Involvement
   - 1.1. The Engineer will develop a contact list of residents, HOA's, businesses, schools, churches and emergency services adjacent to the improvement area for public involvement.
   - 1.2. The Engineer will coordinate and conduct a pre-construction open house with the entities listed above for the purposes providing project information and compiling and implementing comments and/or concerns.
   - 1.3. The Engineer will coordinate messaging signs during construction.
   - 1.4. The Engineer will provide information for regular updates to be posted on a project website (maintained by others).

ROADWAY DESIGN

2. Roadway Design
   2.1. The Engineer will develop the PS&E package in accordance with latest TxDOT policy and practices. TxDOT Standard detail sheets shall be utilized to the maximum extent possible to minimize plan development work. All plan sheets shall be developed using 11" x 17" sheets sizes and shall be of uniform style and quality. Plans shall be submitted for County and TxDOT review at 30%, 60%, and 95% completion stages. Five hardcopies of drawings shall be submitted by the Engineer at the 30%, 60%, 95%, and final submittals, respectively
   2.2. Project shall be governed by the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges applicable at the initiation of the project. Provide any necessary specifications, special specifications, special provisions and general notes to specify the work required by the contractor.
   2.3. Roadway geometry shall be developed utilizing Geopak and in accordance with the latest version of the TxDOT Roadway Design Manual.
   2.4. Finalize Horizontal and Vertical Alignments. The Engineer shall review the schematic and finalize the horizontal and vertical alignment for main lanes and cross streets. Minor modifications in the alignment will be considered to provide optimal design. Modifications must be coordinated with the County. Plan and Profiles views shall be developed in accordance with TxDOT Project Development standards.
   2.5. Typical Sections: Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed/existing structures including retaining walls, riprap, limits of embankment and excavation, etc.
   2.6. Intersection Layout/Grading Plans: The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement and drainage details. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.
   2.7. Design Cross Sections/Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 50 feet intervals. Annotation shall include at a minimum: existing/proposed right of way, side slopes (front and back), and profiles. Cross sections shall be delivered in standard GEOPAK format electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. .
   2.8. Plan Preparation. The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. The roadway plans shall consist of the types and be organized in the sequence as described in the TxDOT PS&E Preparation Manual.
3. Erosion / Sedimentation Controls. The Engineer will design temporary construction erosion / sedimentation control and permanent revegetation / erosion protection measures for all disturbed areas.
4. Signage, Striping and Pavement Marking. All signing, pavement marking and delineators shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
5. Miscellaneous
   5.1. Title Sheet and Index of Sheets. The Engineer will prepare a title sheet and Index of Sheets

in accordance with TxDOT standards.

5.2. Sequence of Construction. The Engineer will prepare a sequence of construction for the overall project. After review by the Owner, comments will be incorporated for the final PS&E and the detailed traffic control plans will then be prepared.

5.3. Traffic Control Plan. The Engineer will prepare detailed traffic control plans based on the approved overall sequence of construction. TxDOT construction standards will be incorporated into the traffic control plans. The Engineer shall provide an estimated 22 traffic control plan sheets.

5.4. Construction Schedule. The Engineer shall prepare a construction schedule, which will identify the major items of work for the construction project. Construction time determination shall be developed for 30%, 60%, 90%, and final submittals.

5.5. The Engineer will show existing utility locations at the time of the field survey on the schematic and construction documents with defined line styles shown in a legend. Utilities to be relocated will be shown on Engineers plans and labeled as "utility to be relocated by others". If new utility locations are made available to the Engineer in Microstation format on the same coordinate system as Engineers files after the initial field survey but prior to the 95% submittal, Engineer will include the new locations in the plan set.

5.6. Environmental Permits, Issues and Commitments (EPIC). The Engineer shall prepare and include an EPIC sheet with the 60%, 95% and final submittals.

5.7. Compute and Tabulate Quantities. The Engineer shall compute all quantities that are required for pay items and those quantities identified by the County as necessary for inclusion for contractor's information only. Quantities shall be shown in the plan sheets and the project manual bid form.

5.8. Specifications and General Notes. The County shall furnish an electronic listing of the current general notes, standard specifications, and special specifications that will be utilized for the project. The Engineer will prepare any special specifications and will work with the County to identify the applicable general notes.

5.9. Agreements & Permits. With direction and coordination provided by the County, the Engineer shall diligently attempt to secure necessary agreements and/or permits pertaining to utilities, railroads, and traffic signals as necessary. The Engineer shall be responsible for obtaining any permits required by TxDOT prior to the start of construction. The cost of such permits will be paid by the County directly to the permitting entity.

5.10. Data collection. Engineer shall be responsible for record research and coordination necessary for obtaining all record drawings and existing project information, with assistance from the County as needed.

PROJECT MANAGEMENT

1. Attend Project Coordination Meetings – Engineer will have relevant staff attend meetings to coordinate the project with County staff / representatives and to obtain concurrence with project status.
2. County Commissioner Meetings - Attend up County Commissioners Court Meetings. After discussion of project-related agenda items, the Engineer will not be required to be present during the remainder of the Court session. Minimal exhibits and handouts will be required.
3. Project Administration and Coordination - Provide monthly project team meetings to discuss the status of the project with review / approval entities.
4. Coordination with Agencies – Coordinate with TxDOT, City of Kyle and Hays County on

proposed improvements as directed by Hays County.

5. Progress Reports - Prepare progress reports and submit them along with monthly invoices. Invoices will be submitted by the tenth (10th) day of each month.

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT