

THE COUNTY OF TEXAS            §  
COUNTY OF WEBB                §

**CONTRACT FOR ENGINEERING SERVICES**

**THIS CONTRACT FOR ENGINEERING SERVICES** is made by and between the County of Webb, a subdivision of the County of Texas, hereinafter called "County" and Dannenbaum Engineering Corporation, having its principal business address at 8610 McPherson Road, Laredo, Texas 78045 hereinafter called "Engineer," for the purpose of contracting for engineering services.

**WITNESSETH**

**WHEREAS**, the County desires to contract for engineering services generally described as preliminary engineering, including the preparation of schematics, environmental documents and right of way parcel maps, to support a roadway project for the Reuthinger Extension of the Hachar Reuthinger Road project from 0.1 miles east of Beltway parkway (northern ND Hachar tract limit – southern Reuthinger tract limit) to the west I-35 frontage road (TxDOT CSJ 0922-33-166) situated in Webb County, Texas (inclusive of resolution on policy council acts of \_\_\_\_\_); and,

**WHEREAS**, the County has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

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

**AGREEMENT**

**ARTICLE 1. SCOPE OF SERVICES.** The County and the Engineer will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be provided by the County and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

**ARTICLE 2. CONTRACT PERIOD.** This contract becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 1, 2020 unless the contract period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. Any work performed or cost incurred before or after the contract period shall be ineligible for reimbursement.

**ARTICLE 3. COMPENSATION.**

**A. Maximum Amount Payable.** The maximum amount payable under this contract without modification is shown in Attachments E through E-6, Fee Schedule. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

**B. Basis of Payment.** The basis of payment is identified in Attachments E through E-6, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachments E through E-6, Fee Schedule.

**C. Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachments E through E-6, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

**D. Engineer Payment of Subproviders.** No later than ten (10) days after receiving payment from the County, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The County may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The County may also suspend the work under this contract or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

#### **ARTICLE 4. PAYMENT REQUIREMENTS**

**A. Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the County. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

**B. Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. For fixed fee contract the fixed fee will be paid in proportion to the percentage of work completed per work authorization.

**C. Overhead Rates.** The Engineer shall use the provisional overhead rate indicated in Attachment E-1. If a periodic escalation of the provisional overhead rate is specified in Attachment E-1, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire contract period.

**D. Thirty Day Payments.** Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article, the County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. Notwithstanding anything to the contrary, Engineer will be paid by County immediately after County receives the funds under the TxDOT Advanced Funding Agreement with which to pay such fees.

**E. Withholding Payments.** The County reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the County shall notify the Engineer and give a remedy that would allow the County to release the payment.

#### **F. Required Reports.**

(1) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

(2) Prior to contract closeout, the Engineer shall submit a Final Report (Exhibit H-4) to the address set forth in Attachment H.

(3) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the County to document the progress of the work.

**G. Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Engineer must provide the County a list (Exhibit H-5/DBE or Exhibit H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders and suppliers names, addresses, telephone numbers, and type of work desired.

**H. Debt to the County.** If the County is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the County, the County shall apply all payment due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

**I. Audit.** The County auditor may conduct an audit or investigation of any entity receiving funds from the County



directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the County auditor, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the County auditor with access to any information the County auditor considers relevant to the investigation or audit.

**ARTICLE 5. WORK AUTHORIZATIONS.** The County will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this contract. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of the contract. The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

**ARTICLE 6. SIGNATORY WARRANTY.** The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the County to enter into this contract.

**ARTICLE 7.** All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Engineer:</b>	<b>County:</b>
Dannenbaum Engineering Corporation 8610 McPherson Road Laredo, Texas 78045 Attn: Louis H. Jones Jr., P.E. Principal	Webb County 1110 Washington Street, Suite 303 Laredo, Texas 78040 Attn: Luis Perez Garcia, P.E. Webb County Engineer

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 8. INCORPORATION OF PROVISIONS.** Attachments A through H are attached hereto and incorporated into this contract as if fully set forth herein.

In WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first written above.

**THE COUNTY**

Honorable Tano Tijerina, Webb County Judge  
COUNTY, Party of the First

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THE ENGINEER**

Engineer, Party of the Second Part  
DANNENBAUM ENGINEERING CORP.

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Margie Ramirez Ybarra  
Webb County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark Montemayor  
Webb County Attorney\*

By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its Clients. It may not advise or approve a contract on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our Client. Our approval of this document was offered for the benefit of our Client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).



**Attachments and Exhibits to Contract for Engineering Services  
Incorporated into the Contract by Reference**

<b>Attachments</b>	<b>Title</b>
A	General Provisions
B	Services to Be Provided by the County
C	Services to Be Provided by the Engineer
D	Work Authorization and Supplemental Work Authorization
E	Fee Schedule
E-1	Hourly Rate Schedule
E-2	Summary of Detailed Fee Schedule – Phases I and II Supporting Lump Sum Calculations
E-3	Summary of Fee Schedule for Phase I (ADVANCED PROJECT DEVELOPMENT SERVICES) Supporting Lump Sum Calculations
E-4	Detailed Fee Schedule for Phase I (ADVANCED PROJECT DEVELOPMENT SERVICES) Supporting Lump Sum Calculations
E-5	Summary of Detailed Fee Schedule for Phase II (ROW SERVICES) Supporting Lump Sum Calculations
E-6	Detailed Fee Schedule for Phase II (ROW SERVICES) Supporting Lump Sum Calculations (FC 164)
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H – FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H – SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H – SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
I	Certificate of Insurance
<b>Exhibits</b>	<b>Title</b>
H – 1	Subprovider Monitoring System Commitment Worksheet
H – 2	Subprovider Monitoring System Commitment Agreement
H – 3	Monthly Progress Assessment Report
H - 4	Subprovider Monitoring System Final Report
H - 5	Federal Subproviders and Supplier Information
H - 6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**ATTACHMENT A**  
**GENERAL PROVISIONS**  
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# ATTACHMENT A

## GENERAL PROVISIONS

### ARTICLE 1. WORK AUTHORIZATIONS

**A. Use.** The Engineer shall not begin any work until the County and the Engineer have signed a work authorization. Costs incurred by the Engineer after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the contract period set forth in Article 2 of the contract (Contract Period).

**B. Contents.** Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachments E through E-6, Fee Schedule. The Engineer is not to include additional contract terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the contract, the terms and conditions of the contract shall prevail and govern the work and costs incurred.

**C. Work Authorization Budget.** A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachments E through E-6, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The County will not pay items of cost that are not included in or rates that exceed those approved in Attachments E through E-6-1.

**D. No Guaranteed Work.** Work authorizations are issued at the discretion of the County. While it is the County's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

**E. Incorporation into Contract.** Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the County's or the Engineer's responsibilities and obligations established in this contract. The Engineer shall promptly notify the County of any event that will affect completion of the work authorization.

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the County prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article 2 of the contract, (Contract Period). Under no circumstances will a work authorization be allowed to extend beyond the contract's expiration date or will the total amount of funds exceed the maximum amount payable set forth in Article 3A of the contract (Compensation).

**F-1. More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the County. The County may, at its sole discretion, extend the work authorization period by execution of supplemental authorization, using the form attached hereto as Attachment D.

**F-2. Changes in Scope.** Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental work authorization. The Engineer must allow adequate time for the County to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the County's approval.

**G. New Work Authorization.** If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the County, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the County, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachments E through E-6, Fee Schedule.

**H. Emergency Work Authorizations.** The County, at its sole discretion, may accept the Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the County within five business days from the date on the faxed copy.

**I. Deliverables.** Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the County for review and acceptance.

## **ARTICLE 2. PROGRESS**

**A. Progress meetings.** The Engineer shall from time to time during the progress of the work confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the County in order to evaluate features of the work.

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

**C. Inspections.** If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

**D. Reports.** The Engineer shall promptly advise the County in writing of events that have a significant impact upon the progress of a work authorization, including:

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by accounting of the action taken or contemplated, and any County or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

**E. Corrective Action.** Should the County determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the County shall review the work schedule with the Engineer to determine the nature of corrective action needed.

## **ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the County desire to suspend a work authorization but not terminate the contract, the County may verbally notify the Engineer followed by written confirmation, giving (30) thirty days notice. Both parties may waive the thirty-day notice in writing.

**B. Reinstatement.** A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the County to resume the work. Both parties may waive the sixty-day notice in writing.

**C. Contract Period Not Affected.** If the County suspends a work authorization, the contract period as determined in Article 2 of the contract (Contract Period) is not affected and the contract and the work authorization will terminate on the date specified unless the contract or work authorization is amended to authorize additional time.

**D. Limitation of Liability.** The County shall have no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or after the completion date of the contract or work authorization.



#### **ARTICLE 4. ADDITIONAL WORK**

**A. Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the County in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

**B. Supplemental Agreement.** If the County finds that the work does constitute additional work, the County shall so advise the Engineer and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

**C. Limitation of Liability.** The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

#### **ARTICLE 5. CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this contract but the County requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions as requested and as directed by the County. This will be considered as additional work and paid for as specified under Article 4, Additional Work.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this contract, the County shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

**C. Errors/Omissions.** The Engineer shall make revisions to the work authorized in this contract which are necessary to correct errors or omissions appearing therein, when required to do so by the County. No additional compensation shall be paid for this work.

#### **ARTICLE 6. SUPPLEMENTAL AGREEMENTS**

**A. Need.** The terms of this contract may be modified if the County determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases. Significant is defined to mean a cost increase of any amount and a cost decrease of twenty percent (20%) or more of the original estimated project cost.

**B. Compensation.** Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

**C. When to Execute.** Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

#### **ARTICLE 7. OWNERSHIP OF DATA**

**A. Work for Hire.** All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the County.

**B. Disposition of Documents.** All documents prepared by the Engineer and all documents furnished to the Engineer by the County shall be delivered to the County upon request by the County. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract, but further use of the data is subject to permission by the County.

**C. Release of Design Plan.** The Engineer (1) will not release any roadway design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the County's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the County.

## **ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The County will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

**B. Confidentiality.** The Engineer shall not disclose information obtained from the County under this contract without the express written consent of the County.

## **ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the County.

**B. Removal of Contractor Employee.** All employees of the Engineer assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The County may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the County, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Engineer must notify the County in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

**D. County Approval of Replacement Personnel.** The Engineer may not replace the project manager or key personnel without prior consent of the County. The County must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the County determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the County within forty-five (45) days.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this contract states to the contrary, the County shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Engineer or its subcontractors under this contract. All intellectual property and equipment owned by the County shall be delivered to the County when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

## **ARTICLE 10. NOT APPLICABLE**

## **ARTICLE 11. SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this contract without prior written approval from the County.

**B. DBE/HUB Compliance.** The Engineer's subcontracting program shall comply with the requirements of Attachment H of the contract (DBE/HUB Requirements).

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the County to the Engineer.

**D. Prior Review.** Subcontracts for professional services in excess of \$25,000 may be reviewed by the County prior to performance of work thereunder.

**E. Engineer Responsibilities.** No subcontract relieves the Engineer of any responsibilities under this contract.



## **ARTICLE 12. INSPECTION OF WORK**

**A. Review Rights.** The County and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the County State or federal representatives in the performance of their duties.

## **ARTICLE 13. SUBMISSION OF REPORTS**

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

## **ARTICLE 14. VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the contract, and any increased or additional cost incurred by the County arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

**B. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **ARTICLE 15. TERMINATION**

**A. Causes.** The contract may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the County by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the County for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty business days notice of termination in writing to the Engineer.
5. By the County, if the Engineer violates the provisions of Attachment A, General Provisions Article 21, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
6. By satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under paragraph (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Engineer, the County will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachments E through E-6, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the County; (4) the cost to the County of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the County of the work performed.

**D. Calculation of Payments.** The County shall use the fee schedule set forth in Attachments E through E-6 to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachments E through E-6, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments. For a fixed fee contracts; any portion of the fixed fee not

previously paid in the partial payments shall not be included in the final payment.

**E. Excusable Delays.** Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**F. Surviving Requirements.** The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the County and the Engineer under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

**G. Payment of Additional Costs.** If termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the County may take over the project and prosecute the work to completion, and the Engineer shall be liable to the County for any additional cost to the County.

#### **ARTICLE 16. COMPLIANCE WITH LAWS**

The Engineer shall comply with all applicable federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the County with satisfactory proof of its compliance therewith.

#### **ARTICLE 17. INDEMNIFICATION**

**A. Errors, Omissions, Negligent Acts.** The Engineer shall save harmless the County and its officers and employees from all claims and liability, including attorneys fees, due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed by the Engineer. The County shall save harmless the Engineer and its officers and employees from all claims and liability, including attorneys fees, due to activities of itself, its agents, or employees and which are caused by or result from error, omission, or negligent act of the County of any person employed by the County

#### **ARTICLE 18. ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**B. Errors and Omissions.** The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the County and all decisions shall be in accordance with the State's (TxDOT) "Errors or Omissions Policy" in accordance with 43 Texas Administrative Code §9.38(f). The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed or December 1, 2020, whichever is first to occur.

**C. Seal.** The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the County in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

**D. Resealing of Documents.** Once the work has been sealed and accepted by the County, the County, as the owner, will notify the party to this contract, in writing, of the possibility that a County engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

#### **ARTICLE 19. NONCOLLUSION**

**A. Warranty.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that it has not paid



or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

**B. Liability.** For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **ARTICLE 20. INSURANCE**

The Engineer shall furnish the County a properly completed Certificate of Insurance (professional liability insurance) approved by the County prior to beginning work under this contract and shall maintain such insurance through the contract period. The completed Certificate of Insurance shall be attached hereto and identified as Attachment "I"

#### **ARTICLE 21. GRATUITIES**

Employees of the County shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the County under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the County. Any person doing business with or who who may reasonably speaking do business with the County under this contract may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this contract.

#### **ARTICLE 22. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the County.

#### **ARTICLE 23. MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the contract period and for four years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

**B. Availability.** The County or any of its duly authorized representatives, the Texas Department of Transportation the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

#### **ARTICLE 24. NONCOLLUSION**

The Engineer warrants that is not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that is has not paid or agreed to pay any company or Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **ARTICLE 25. CIVIL RIGHTS COMPLIANCE**

**(1) Compliance with Regulations:** The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

**(2) Nondiscrimination:** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.



**(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**(4) Information and Reports:** The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the County; the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the County; the Texas Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as the County; the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Engineer under the contract until the Engineer complies and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The Engineer shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the County; the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the County; or the Texas Department of Transportation to enter into such litigation to protect the interests of the County; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 26. PATENT RIGHTS**

The County; the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this contract.

#### **ARTICLE 27. COMPUTER GRAPHICS FILES**

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the County to be applicable to this contract.

#### **ARTICLE 28. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the County for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

## **ARTICLE 29. DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

**B. Disputes Concerning Work or Cost.** Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by arbitration under state law.

## **ARTICLE 30. SUCCESSORS AND ASSIGNS**

The Engineer and the County do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the County.

## **ARTICLE 31. SEVERABILITY**

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **ARTICLE 32. PRIOR CONTRACTS SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

## **ARTICLE 33. CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the County's interests.

**B. Certification Status.** The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

**C. Environmental Disclosure.** If the Engineer will prepare an environmental impact statement or an environmental assessment under this contract, the Engineer certifies by executing this contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

**D. Restrictions on Testing. (Not Applicable)**

## **ARTICLE 34. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

## **ARTICLE 35. DEBARMENT CERTIFICATIONS**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the County, to furnish a copy of the certification.





## ATTACHMENT B

### SERVICES TO BE PROVIDED BY THE COUNTY

1. The County shall provide prompt review of all submittals; process monthly invoices and review monthly progress reports within ten (10) days of receiving such documents.
2. The County shall contact TxDOT Laredo with three (3) business days of receiving request from Engineer on any required information or documents from TxDOT.
3. The County Engineer will provide the Engineer with all available existing information on the Projects from TxDOT or other available sources.
4. The County Engineer will provide the Engineer with all available information on the segment of the Hachar Roadway from FM1472 to 0.1 miles east of Beltway Parkway and assist with coordination with the consultant under contract with the City of Laredo for the segment of the Hachar Roadway from FM 1472 to 0.1 miles east of Beltway Parkway.

#### DESIGN SCHEMATICS

Coordinate with the City to provide all data from the City portion of the Hachar Roadway for use by the Engineer.

#### HYDRAULIC STUDIES

TRAFFIC STUDY – Provided by TxDOT and/or TTI

TRAFFIC DATA – Provided by TxDOT and/or TTI

#### UTILITY DATA

#### SURVEYING DATA:

##### ALL EXISTING TOPOGRAPHIC SURVEY

Geopak DTM files

Geopak TIN files

Geopak DAT files

Microstation 2d CADD files

Microstation 3d CADD files

Existing ROW in 2d Microstation CADD files

XYZ text files of survey data

Existing Survey Control Monumentation in PDF Format

2007 Webb CADD Aerial Mosaic in ECW format @ 1 ft. pixel resolution

#### Note:

The survey data began provided by the State, DOES NOT reflect current site conditions. Topographic survey will required to be updated prior to final schematic development. Se section IV. FIELD SURVEYING AND PHOTOGRAMMETRY for other information needed.

### ALL SURVEY CONTROL

Please check control points before use

Note that some of these points may have been disturbed and/or destroyed, therefore the coordinates and elevations shown might not be valid

### ALL HYDRAULIC DATA

County will provide (obtained from TxDOT) all working files of drainage area maps and Windstorm runs for all existing storm sewer lines within project right-of-way in a condition and format that the Engineer can readily verify and for adequacy and accuracy of existing storm sewer systems

### ALL HIGH MAST LIGHTING

County will provide (obtained from TxDOT) all microstation working files associated with the existing high mast lighting within project limits

### ALL GEOTECHNICAL

County will provide (obtained from TxDOT) all existing geotechnical reports associated information within the project limits

## **SCOPE AND FEE SCHEDULE ASSUMPTIONS**

1. All work conducted under this contract will be to supplement work being performed by the engineer
2. Public meeting/public hearing court reporter to be provided by the County/City
3. The TxDOT Laredo District has a VRS network
4. The project surveyors can utilize VRS in a two rover configuration
5. Preparation of Interstate Access Justification Report will be done by TTI
6. TxDOT/County will provide all design working files in Microstation format for all plans of existing roadways. TxDOT/County will provide all electronic files of computer runs (actual working data) of Winstorm for existing drainage
7. Preparation and submittal of the FINAL Schematic and Environmental Documents will be done as a single submittal for the project limits from FM 1472 to the I-35 West frontage road.

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**



**ATTACHMENT D  
WORK AUTHORIZATION  
D-1  
WORK AUTHORIZATION NO. \_\_\_\_\_  
CONTRACT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 5 of Engineering Contract No. \_\_\_\_\_ (the Contract) entered into by and between the County of Webb (County), and Dannenbaum Engineering Corporation (the Engineer).

**PART I.** The Engineer will perform engineering services generally described as preparation of schematics and environmental documents for the Reuthinger Extension of the Hachar Reuthinger Road project from 0.1 miles east of Beltway parkway (northern ND Hachar tract limit – southern Reuthinger tract limit) to the west I-35 frontage road (TxDOT CSJ 0922-33-166) situated in Webb County, Texas in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the County and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_ and the method of payment is lump sum as set forth in Attachments E through E-6 of the Contract. This amount is based upon fees set forth in Attachments E through E-6, Fee Schedule, of the Contract and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the contract, and Attachment A, Article 1.

**PART IV.** 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 as provided in Attachment A, Article 1.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF,** this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**THE COUNTY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

Exhibit A	Services to be provided by the County
Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

**ATTACHMENT D**  
**D-2**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_**  
**TO WORK AUTHORIZATION NO. \_\_\_\_**  
**CONTRACT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 5 Contract No. \_\_\_\_\_ hereinafter identified as the "Contract," entered into by and between the County of Webb (County), and \_\_\_\_\_ (the Engineer).

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**THE COUNTY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

## ATTACHMENT E

### FEE SCHEDULE (Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
___	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
___	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The County may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
___	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p style="margin-left: 40px;">___A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. This option does not apply to Indefinite Deliverable Contracts.)</p> <p style="margin-left: 40px;">___B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>



## ATTACHMENT E – FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

\* The **MAXIMUM AMOUNT PAYABLE** is \$299,981.17.

The maximum amount payable is based on the following data and calculations:

- Refer to Attachment E-1 for Hourly Rate Schedule for Each Firm
- Refer to Attachment E-2 for Summary of Detailed Fee Schedule for Phase I and II Supporting Lump Sum Summary Calculations
- Refer to Attachment E-3 for Summary of Detailed Fee Schedule for Phase I Supporting Lump Sum Calculations

The Spreadsheets in Attachment E-2 thru E-6 represent the scope; level of effort per task and cost per task to support the lump sum maximum amount payable. If these items are significantly modified as outlined in this contract, then Engineer has the basis to claim a change in scope

- Refer to Attachment E-4 for Detailed Fee Schedule for Phase I Supporting Lump Sum Calculations
- Refer to Attachment E-5 for Summary of Detailed Fee Schedule for Phase II Supporting Lump Sum Calculations
- Refer to Attachment E-6 for Detailed Fee Schedule for Phase II Supporting Lump Sum Calculations

\* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

**ATTACHMENT F**

**Master Work Schedule  
(See the attached)**

**November 7, 2016 thru December 1, 2020**

## ATTACHMENT G

### Computer Graphics Files for Document and Information Exchange *(if determined by the County to be applicable to this contract)*

#### ELECTRONIC FILE DELIVERABLES

The Engineer shall forward to the County and TxDOT, three (3) sets of CD/DVDs or an external hard drive with all the files containing the information and layouts used to prepare the schematic.

Each CD/DVD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: Schematic shall specify FINAL
- Volume sequence (ie. Disk 1 of 3)

Each CD/DVD created shall have the standard directory structure, as follows:

CSJ\_DIR Structure (XXXXXXXX)

```
ADV PLAN
  ENV
  PROJ COORD
  ROW
    Field Notes
    Maps
    Plats
    Utility-SUE
  SCHEMATIC
    Final
    Preliminary
  SURVEY
    Construction
    Design
CONSTR
  CHG ORDERS
  P3-SCH
    Construction
    Design
CORRESPONDENCE
  ADV PLAN
  CONSTR
  DESIGN
  ENV
  ROW
    Division
    Owners
    SUE
  UTILITIES
    AEP-Electric
    Center Point-Gas
    City-Waste Water
```



- Eng-Firm
- City-Water
- Eng-Firm
- Laredo MPO
- Medina Coop-Electric
- Other
- SBC-ATT
- Sponsor Agency
- Time Warner-Cable
- TxDOT-TMS
- DESIGN
  - BatchPlot
  - Bridge
  - Drainage
  - Estimate
    - Preliminary
    - Final
  - General
  - GeoPak
  - Misc
  - Pavmt Design
  - PS&E
  - REF Files
  - Roadway
    - Driveways
  - Standards
    - Bridge
    - Drainage
    - Illumination
      - Elec
    - Pavmt Markers
    - Retain Walls
    - Roadway
    - Signing
    - SW3P
    - TCP
    - TMS
    - Traff Signals
  - Summaries
    - Excel
  - TCP
    - Phase I
    - Phase II
  - Traffic
  - Walls
  - Xsec
- DOCUMENTS
- MSTN\_File Structure
- OLD FILES

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ, Limits of Construction, and Type of Improvements.

All CADDSEALS placed on finished documents are to remain on that document. Do not remove CADDSEALS. The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

### **Sheet File Type Naming Convention**

Title Sheet \*TTL\*.DGN  
Supplemental Index \*INDX\*.DGN  
General Notes & Spec. Data \*GNOT\*.DGN  
Estimate & Quantities \*E&Q\*.DGN  
Consolidated Summaries \*SUM\*.DGN  
Project Layout \*PRJLO\*.DGN  
Typical Sections \*TYP\*.DGN  
Traffic Control Plans \*TCP\*.DGN  
Horizontal Alignment Data \*HAD\*.DGN  
Bench Mark Data \*BM\*.DGN  
Table of Cross Slopes \*CS\*.DGN  
Plan & Profile Sheets \*PP\*.DGN  
Landscape Sheets \*LAND\*.DGN  
Irrigation Sheets \*IRRI\*.DGN  
Detail Sheets (any) \*DET\*.DGN  
Drainage Area Maps \*DA\*.DGN  
Hydraulic Data Sheets \*HD\*.DGN  
Storm Sewer Plan & Profiles \*SS\*.DGN  
Culvert Cross Sections \*CUL\*.DGN  
Water Quality Facilities \*WQ\*.DGN  
Retaining Wall Sheets \*RET\*.DGN  
Bridge Layouts \*BR\*.DGN  
Bridge Quantities/Bearing Seat Info \*BRQUAN\*.DGN  
SW3P Info Sheet \*SW3P\*.DGN  
Erosion Control (Temp & Perm) \*EC\*.DGN  
Signing Layouts \*SIGN\*.DGN  
Pavement Markers (incl. Delineation) \*PMLO\*.DGN  
Signalization Sheets \*SIG\*.DGN (including electrical service sheets)  
Illumination Sheets \*ILLI\*.DGN (including electrical service sheets)  
Roadway Cross Sections \*XS.DGN  
Master Design File \*MDF.DGN  
Alignment File \*ALN\*.DGN

Where an "\*" (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required.

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.
- 2) **POLICY.** It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
  - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
  - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
  - c. When submitting the contract for execution by the Department, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the Department. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
  - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Department; or such other remedy or remedies as the Department deems appropriate.
- 3) **DEFINITIONS.**
  - a. "County/Department" means Webb County and the Texas Department of Transportation (TxDOT).
  - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
  - c. "Provider" is any individual or company that provides professional or technical services.
  - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
  - e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the County/Department in accordance with 49 CFR Part 26.
  - f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
  - g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.



- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this contract is **0%** of the contract amount.
- 5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the County/Department.
- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
  - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
  - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
  - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
  - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
  - (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
  - (10) If the County/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the County/Department that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the County/Department. The County/Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.



- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The County/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this County/Department's DBE program.
- c. The County/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the County/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:  
[http://www.dot.state.tx.us/services/business\\_opportunity\\_programs/tucp\\_dbe\\_directory.htm](http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm).
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the County/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the County/Department.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the County/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported. These reports will be required until all subprovider activity is completed.** The County/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the

total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.

- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the County or Texas Department of Transportation or the DOT.
  - d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the County/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the County/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the County/Department's Business Opportunity Programs Office by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the County/Department. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the County/Department if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the County/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the County/Department; or such other remedy or remedies as the County/Department deems appropriate.

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## ATTACHMENT H-FN

### **Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts**

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Exhibit H-3 Form. Payments to DBEs reported on Exhibit H-3 are subject to the following requirements:

#### **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Department or other such remedy as the Department deems appropriate.

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## EXHIBIT H-1

### Subprovider Monitoring System Commitment Worksheet

Contract #: CSJ: 0922-33-166 Assigned Goal: 0% Federally Funded X County Funded     

Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$299,981.17

Prime Provider Info: DBE      HUB      Both     

Vendor ID #: 17415546443 DBE/HUB Expiration Date: N/A

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Arredondo, Zepeda & Brunz, LLC	Route and Design Studies	14320724249	HUB	07/28/2019	\$116,685.13
Aerial Data Service, Inc.	Field Surveying	17309543449	DBE	N/A	\$20,000.00
Blanton And Associates, Inc.	Environmental Services	17428458388	HUB	9/18/2019	\$38,289.00
Gilpin Engineering Company	Surveying Services	42-1575769			\$23,169.54
<b>Subprovider(s) Contract or % of Work* Totals</b>					<b>\$198,143.67</b>

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$174,974.13 (DBE)

Total DBE or HUB Commitment Percentages of Contract 58.33% (DBE)

(Commitment Dollars and Percentages are for Subproviders only)

## EXHIBIT H-2

### Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from Webb County. *NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.*

Contract #: CSJ: 0922-33-166 Assigned Goal: 0% Prime Provider: Dannenbaum Engineering Corporation

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name: Dannenbaum Engineering Corporation</b> Address: 8610 McPherson, Laredo, Texas 78040 Phone # & Fax #: PH: (956)712-9817; FX: (956)712-9857 Email: louis.jones@dannenbaum.com	Name: <u>Louis H. Jones Jr., P.E.</u> <i>(Please Print)</i> Title: <u>Principal</u> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>
<b>DBE/HUB Sub Provider</b> Subprovider Name: VID Number: Address: Phone # & Fax #: PH:           ; FX: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>
<b>Second Tier Sub Provider</b> Subprovider Name: VID Number: Address: Phone # & Fax #:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	



**EXHIBIT H-3**

**Subprovider Monitoring System for Federally Funded Contracts**

**Progress Assessment Report for month of (Mo./Yr.)** \_\_\_\_\_ / \_\_\_\_\_

Contract #: CSJ: 0922-33-166 Original Contract Amount: \$299,981.17

Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \$0.00

Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$299,981.17

Work Authorization No.: \_\_\_\_\_ Work Authorization Amount: \$299,981.17

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	Arredondo, Zepeda & Brunz, LLC	Route and Design Studies	\$116,685.13	38.90%			
X	Aerial Data Service, Inc, Blanton and Associates, Inc	Field Surveying Environmental Services	\$20,000.00 \$38,289.00	6.67% 12.76%			
	Gilpin Engineering Company	Surveying Services	\$23,169.54	7.72%			

Fill out Progress Assessment Report with each estimate/invoice submitted, for all subcontracts, and forward as follows:

**1 Copy with Invoice - Contract Manager/Managing Office**

**1 Copy - TxDOT, BOP Office, 125 E. 11th, Austin, TX 78701, 512-486-5500, toll free 866-480-2518, or Fax to 512-486-5519**

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official / DBE Liaison Officer \_\_\_\_\_

Signature \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_

## EXHIBIT H-4

### Webb County Subprovider Monitoring System Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 58.33 %

**OR**

HUB Goal: \_\_\_\_\_ %

Total Contract Amount: \$299,981.17

Total Contract Amount: \$ \_\_\_\_\_

Contract Number: CSJ: 0922-33-166

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
14320724249	Arredondo, Zepeda & Brunz, LLC	
17309543449	Aerial Data Service, Inc,	
17428458388	Blanton and Associates, Inc	
42-1575769	Gilpin Engineering Company	
<b>TOTAL</b>		

This is to certify that \_\_\_\_\_% of the work was completed by the HUB or DBE subproviders as stated above.

\_\_\_\_\_  
By: Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Notary Public \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

## EXHIBIT H-5

### Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number
Arredondo, Zepeda & Brunz, LLC	11355 McCree Road, Dallas, TX 75238	214-341-9900
Aerial Data Service, Inc,	8301 E. 51ST Street, Suite 100, Tulsa, OK 74145	866-545-4166
Blanton and Associates, Inc.	5 Lakeway Centre Court Ste 200 Austin, TX 78734-2616	512-264-1095
Gilpin Engineering Company	101 E Hillside Rd, Laredo, TX 78041	956-753-2210

The information must be provided and returned with the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Louis H. Jones Jr., P.E., Principal  
Printed Name

louis.jones@dannenbaum.com  
Email

(956)712-9817  
Phone #





**ATTACHMENT I**

**CERTIFICATE OF INSURANCE**





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status when there is a written contract, written agreement between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature when there is a written contract or written agreement between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract or written agreement.

Workers Compensation includes coverage for executive officers.

The umbrella liability coverage is follow form as respects the additional insured and waiver of subrogation provisions of the underlying policies.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Engineering Holding Corporation; Office Properties, Inc.; Civil Engineering Corporation, a Dannenbaum Company; Dannenbaum Environmental Corporation; Dannenbaum Engineering Company - Houston, LLC; Dannenbaum Engineering Company - Austin, LLC; Dannenbaum Engineering Company - Dallas, LLC; Dannenbaum Engineering Company - Fort Worth, LLC; Dannenbaum Engineering Company - McAllen, LLC; Dannenbaum Engineering Company - Laredo, LLC; Dannenbaum Engineering Company - El Paso, LLC; Dannenbaum Engineering Company - San Antonio, LLC; Grand Parkway Consultants, LLC; Dannenbaum Engineering Corporation/Klotz Associates, Inc., a Joint Venture; Dannenbaum, Dodson and ECS, Joint Venture; Dannenbaum/Gerwick, Joint Venture; Dannenbaum, W.P.Moore and Terra Nova, Joint Venture (formerly Dannenbaum, Dodson and Terra Nova JV); Munoz & Dannenbaum, JV; DSM JTF (formerly Dannenbaum, SEA & MOCA, Joint Venture); Barden & Bartow; The Estate of Joseph B Dannenbaum; Dannenbaum Engineering Corporation dba Formosa Plastics Corp. U.S.A.; Dannenbaum Engineering Corporation dba Falcon Point Associates; J.B. Dannenbaum Consulting Engineers; DECTEC, LLC; Dannenbaum & Farnsworth, JV; ICE & Dannenbaum JV; Dannenbaum, Terra Nova and IDS Joint Venture





4. Notwithstanding anything to the contrary in Condition 4. Other Insurance (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
  - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

**SCHEDULE**

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

<b>1. Additional Insureds</b> Seven additional insured extensions.
<b>2. Bodily Injury - Expanded Definition</b>
<b>3. Broad Knowledge of Occurrence/ Notice of Occurrence</b>
<b>4. Broad Named Insured</b>
<b>5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work"</b> Limit: \$100,000.
<b>6. Contractual Liability - Railroads</b> Expanded definition of "insured contract."
<b>7. Contractual Liability For Personal And Advertising Injury</b>
<b>8. Electronic Data Liability</b> Loss of Electronic Data Limit: \$100,000.
<b>9. Expanded Personal And Advertising Injury - Discrimination Or Humiliation</b>
<b>10. Expected Or Intended Injury</b> Reasonable force - "bodily injury" or "property damage."
<b>11. General Aggregate Limits Of Insurance - Per Project</b>
<b>12. In Rem Actions</b>
<b>13. Incidental Health Care Malpractice Coverage</b>
<b>14. Joint Ventures/Partnership/Limited Liability Companies</b> Coverage for your interest in such terminated or ended organizations.
<b>15. Legal Liability/Allegated Premises/Borrowed Equipment Coverage</b> Extended perils. Default limit increased to \$500,000 for Damage to Premises Rented To You. \$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
<b>16. Liberalization Clause</b>
<b>17. Liquor Liability Coverage Extension</b>
<b>18. Medical Payments</b> Limits increased to \$15,000. Reporting increased to three years from the date of accident.
<b>19. Non-owned Aircraft Coverage</b>
<b>20. Non-owned Watercraft</b> Increased to 75 feet.
<b>21. Primary And Non-Contributory To Other Insurance</b>
<b>22. Property Damage - Elevators</b>
<b>23. Supplementary Payments</b> Cost of bail bonds increased to \$5,000. Daily loss of earnings increased to \$1,000.
<b>24. Unintentional Failure To Disclose Hazards</b>
<b>25. Waiver of Subrogation - Blanket</b> Waiver of subrogation where required by written contract or written agreement.
<b>26. Wrap-Up Extension</b>

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## 1. ADDITIONAL INSURED

**SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization (called additional insured) described in paragraphs A. through G. below whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- i. Is currently in effect or becomes effective during the term of this policy; and
- ii. Was executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury" for which the additional insured seeks coverage.

However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. The maximum permitted by law;
- b. Required in the written contract or written agreement;
- c. Afforded to you under this policy; or
- d. Described in the applicable paragraphs A. through G. below.

### A. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

### C. Lessor - Equipment

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
2. With respect to the insurance afforded to these additional insureds, this insurance does

not apply to any "occurrence" which takes place after the equipment lease expires.

### D. Lessor - Land

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### E. Lessor - Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

### G. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
  - a. The existence, maintenance, repair, construction, erection, or removal of



advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- b. The construction, erection, or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
3. This insurance does not apply to:
- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A governmental permit which requires you to add the governmental entity as an additional insured will trigger this Provision 1. as if the permit were a written contract.

**2. BODILY INJURY – EXPANDED DEFINITION**

SECTION V – DEFINITIONS, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**3. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Condition 2. Duties in The Event of Occurrence, Offense, Claim or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

**B. NOTICE OF OCCURRENCE**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

**4. BROAD NAMED INSURED**

A. Any subsidiary or affiliate organization, other than a partnership, joint venture or limited liability company, in which a Named Insured specifically shown in the Declarations has management control, directly or through one or more subsidiary organizations, at the time of loss will qualify as a Named Insured but only if there is no other similar insurance available to such organization, nor similar insurance which would be available but for exhaustion of its limits. For the purpose of this provision, similar insurance means general liability or equivalent insurance, no matter whether its coverage is broader or narrower than that provided by this insurance. But if the only other similar insurance is for a "consolidated (wrap-up) program," then a subsidiary that qualifies as a Named Insured on such project-specific insurance can still qualify as a Named Insured on this insurance, but not for projects covered by the "consolidated (wrap-up) program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

B. This endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this policy.

C. Only for the purpose of this endorsement:

- 1. Management control means:
  - a. Ownership interest representing more than 50% of the voting, appointment, or designation power for the subsidiary organization's governing body; or
  - b. Having the right, pursuant to a written contract, or pursuant to the by-laws, charter, operating agreement, or similar document of a specifically shown Named Insured or controlled subsidiary

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organization to select, appoint, or designate a majority of the subsidiary organization's governing body. Such contract or document must have been created prior to the time of loss; or

c. Having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer and sell property held by a trust.

2. Governing body means the Board of Directors of a corporation.

3. Loss means:

a. The occurring of the "bodily injury" or "property damage"; or

b. The committing of the offense that caused the "personal and advertising injury."

D. The insurance provided by this policy applies to Named Insureds when trading under their own names, or under such trading names or doing-business-as (DBA) names as any should choose to employ.

**5. BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"**

A. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:

[This insurance does not apply to:]

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it, or any part of it except when caused by or resulting from:

(1) Fire;

(2) Smoke;

(3) Collapse; or

(4) Explosion.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it, or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply:

(1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) Fire;

(b) Smoke;

(c) Collapse; or

(d) Explosion.

B. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard." This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

C. This Provision 5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work" does not apply if an endorsement of the same name is attached to this policy.

**6. CONTRACTUAL LIABILITY - RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in SECTION V - DEFINITIONS is replaced by the following:

"Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:





manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

**B. Under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to add the following additional exclusions:**

[This insurance does not apply to:]

**Discrimination Relating To Room, Dwelling or Premises**

"Personal or advertising injury" caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**Fines Or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

This provision 9. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**10. EXPECTED OR INTENDED INJURY**

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion a. Expected or Intended Injury and replace it with the following:

[This insurance does not apply to:]

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises you own or rent, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most we will pay for the sum of:

1. All damages under Coverage A, except damages because of "bodily injury" or

"property damage" included in the "products-completed operations hazard"; and

2. All medical expenses under Coverage C, that arise from "occurrences" or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project Aggregate Limit of any other construction project.

**B. All:**

1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
2. Damages under Coverage A, caused by "occurrences" which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project Aggregate Limit or the General Aggregate Limit, depending on whether the "occurrence" can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," regardless of the number of locations involved will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

E. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.



F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

## 12. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for you, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

In rem is a term used to designate actions instituted against the thing, as distinct from actions against the person, which are said to be in personam.

## 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

A. With respect only to "bodily injury" that arises out of a "health care incident," COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY OF SECTION I – COVERAGES is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:

(a) "Bodily injury" caused by a "health care incident" will be considered caused by an "occurrence"; and

(b) All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";

(2) The "bodily injury" occurs during the policy period. All "bodily injury" arising from an "occurrence" will be deemed to have occurred at the time of the first act, error, or omission that is part of the "occurrence"; and

B. With respect only to the insurance provided by this Provision 13., Exclusion 2.a. **Employer's Liability** of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, is amended to append the following:

Only for "bodily injury" not covered by other liability insurance (including state-sanctioned self insurance) available to the insured (or which would be available but for exhaustion of its limits), this exclusion does not apply to "bodily injury" that arises out of a "health care incident."

C. SECTION V – DEFINITIONS is amended to add the following new definition:

"Health care incident" means a negligent act, error or omission by your "employees" or "volunteer workers" working on your behalf in the rendering of or failure to render professional health care services in any of the following capacities, or the related furnishing of food, beverages, medical supplies or appliances:

- a. Physician;
- b. Nurse;
- c. Emergency medical technician;
- d. Paramedic;
- e. Chiropractor;
- f. Dentist;
- g. Athletic trainer;
- h. Audiologist;
- i. Physical therapist;
- j. Psychologist;
- k. Speech therapist;
- l. Other allied health professional; or
- m. Provider of first aid or Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

D. SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to add the following additional exclusions. These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

[This insurance does not apply to:]

### **Dishonesty or Crime**

Any dishonest, criminal or malicious act, error or omission.

### **Clinical Trials / Product Testing**

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

### **Medicare/Medicaid Fraud**

Medicare or Medicaid fraud or abuse.

### **Services Excluded by Endorsement**

Any "health care incident" for which coverage is excluded by endorsement.

E. SECTION V – DEFINITIONS is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract":

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Paragraph f. does not include that part of any contract or agreement:

- (4) Under which you assume another's tort liability for "bodily injury" arising out of the rendering of or failure to render professional health care services.

F. SECTION II – WHO IS AN INSURED is amended to add the following provisions:

1. Your "employees" are insureds with respect to:
- a. "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or while performing duties related to the conduct of your business; and
  - b. "bodily injury" to a "volunteer worker" while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

2. Your "volunteer workers" are insureds with respect to:
- a. "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business; and
  - b. "bodily injury" to an "employee" while in the course of the "employee's" employment by you or while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

3. Paragraphs 2.a. (1)(a), (b) and (c) of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided this Provision 13.

4. Paragraph 2.a.(1)(d) of SECTION II – WHO IS AN INSURED is deleted.

G. With respect to the insurance provided by this Provision 13., the following is added to Paragraph 4.b.(1) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

To the extent this insurance applies, it is excess over any of the other insurance (including qualified self insurance), whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### 14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. The following is added to SECTION II – WHO IS AN INSURED:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
- a. Prior to the termination date of any joint venture, partnership or limited liability company;
  - b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; or
  - c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

B. The last paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

Except as provided under the Contractors' General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### 15. LEGAL LIABILITY/ALIENATED PREMISES/ BORROWED EQUIPMENT

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

[This insurance does not apply to:]

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work."

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to tools or equipment loaned to you. A separate limit of insurance applies to such tools or equipment that are damaged while being used in your operations.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE the last paragraph of Paragraph 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner nor to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

- C. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most we will pay under Coverage A for damages arising out of any one "occurrence" because of "property damage" to tools or equipment loaned to you by

others that occurs while the equipment is being used to perform operations.

- D. Paragraph 6. Damage To Premises Rented To You Limit of SECTION III - LIMITS OF INSURANCE is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under SECTION - I - COVERAGE A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

(ii) That is property insurance for premises rented to you, for premises temporarily occupied by you with the permission of the owner; or for personal property of others in your care, custody or control;

- F. This Provision 15. does not apply if Damage To Premises Rented To You Liability under SECTION - I - COVERAGE A is excluded by endorsement.

#### 16. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### 17. LIQUOR LIABILITY

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion c. Liquor Liability.

This provision 17. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 18. MEDICAL PAYMENTS

- A. Paragraph 7. Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:

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7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under SECTION - I - COVERAGE C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

- B. Paragraph 1.a.(3)(b) of SECTION I - COVERAGE C MEDICAL PAYMENTS, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

This paragraph B. does not apply to medical expenses incurred in the state of Missouri.

#### 19. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended such that exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. The aircraft is rented to you with a trained, paid crew; and
3. The aircraft does not transport persons or cargo for a charge.

#### 20. NON-OWNED WATERCRAFT

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft and replace it with the following.

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
- (a) Less than 75 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### 21. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the

following is added to Paragraph 4. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this Provision 21., the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

This Provision 21. does not apply in situations where the endorsement on this policy affording coverage to the additional insured specifies that this insurance is excess over any other insurance available to that additional insured.

#### 22. PROPERTY DAMAGE - ELEVATORS

A. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended such that exclusion k. Damage to Your Product, and subparagraph (3), (4) and (6) of exclusion j. Damage to Property do not apply "property damage" that results from the use of elevators.

B. With respect only to the coverage provided by this endorsement, Condition 4. Other Insurance in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph b.(1)(a)(v):

##### 4. Other Insurance

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is Property insurance covering property of others damaged from the use of elevators.

#### 23. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$5,000:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

#### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.



**25. WAIVER OF SUBROGATION - BLANKET**

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

**26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a "consolidated (wrap-up) insurance program" by applicable state statute or regulation:

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then the following changes apply:

- A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

1. "Bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project,

or during such operations of anyone acting on your behalf; nor

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

- B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. Other Insurance:

[This insurance is excess over:]

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

- C. SECTION V – DEFINITIONS is amended to add the following definition:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

This provision 26. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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Dannenbaum Engineering Corp.  
Policy # 2053853648

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization: Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.





**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1. ( ) Specific Waiver

Name of person or organization

( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: TEXAS OPERATION

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

00020002610220221233531



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured Dannenbaum Engineering Corp

Policy No. 1022022126

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_



## Attachment C

### Services to be Provided by the Engineer

CSJ: 0922-33-166  
Highway: Hachar Roadway  
County: Webb County  
Project No.:  
Limits: Reuthinger Extension of the Hachar Reuthinger Road project from 0.1 miles east of Beltway parkway (northern ND Hachar tract limit – southern Reuthinger tract limit) to the west I-35 frontage road  
Project Length: 3.5 Miles  
Area Office: Laredo Area Office

#### Project Description

The Engineer will provide engineering services for phase I-advanced project development services including but not limited to schematics; environmental assessment; public involvement; drainage studies; and surveying topo / aerial flights;.

#### Existing Conditions

N/A – new location Roadway.

#### Proposed Improvements

The proposed Hachar Roadway will consist of six mainlanes with shoulders and two lane frontage roads each side for the advanced project planning Phase I (Schematic / Environmental) with a 5 lane interim section to be initially proposed for construction. Currently the City of Laredo is sponsoring the project from FM 1472 to 0.1 miles east of Beltway Parkway for schematic and environmental clearance.

### GENERAL MANAGEMENT/COORDINATION

Function Code 145 is for Advanced Project Development Services

#### Task: Contract and Work Authorization Management/Coordination (FC: 145)

The Engineer will manage and coordinate all the activities associated with this work authorization.

All communications associated with the work in this work authorization will be directly channeled through the Engineer, the Webb County Engineer and the State's designated project manager.

The Engineer will ensure compliance with "Article 4. Payment requirements" of the contract by providing a Monthly billing statement in addition to the requirements listed by the contract.

The Monthly Billing Statements should be provided no more frequently than monthly and no later than ninety (90) days after any costs are incurred and should include one original and one copy of the following documents:

- Provider's Invoice that should include vendor's name, address, contact information, telephone number, Texas Payee Identification Number (TINS), complete charge information, and description of services/goods provided.
- Completed Form 132- Accurate information such as Control Section Job (CSJ) numbers, function codes, work authorization balances and dates are required.
- Progress report that will include the activities previously completed, activities completed during the billing period, and any pending actions from the State. The progress report should also include all work performed by sub providers.
- Progress assessment reports with actual payments made to Disadvantage Business Enterprises or Historically Underutilized Business Program as detailed in the contract.

**The monthly billing statements must be mailed to:**

Luis Perez Garcia, P.E., Webb County Engineer  
Webb County, Texas  
1620 Santa Ursula, 2nd Floor  
Laredo, Texas 78040

**Task: Work Scheduling and Deliverables (FC: 145)**

The Engineer should secure all resources necessary to produce the project deliverables listed in this work authorization and to meet the project schedule as presented in "Exhibit C". The project schedule should include milestone activities and specific delivery dates. The Engineer may identify the percentage of payment expected with each deliverable made.

The Engineer should continuously monitor the sub provider's schedules to ensure that the delivery dates are accomplished.

**Task: Data Management (FC: 145)**

The Engineer will utilize MicroStation V8 native files. The computer graphics files will have the same integrity, singularity and attributes as elements generated by the Texas Department of Transportation (the State) State's computer system. The Engineer should obtain from the State the latest level naming criteria.

The Engineer will provide the State's graphics coordinator with a user name and password to access the provider's ftp (internet) site to upload and download large files that cannot be transmitted by e-mail.

**Task: Meetings (FC: 145)**

The Engineer will be required to meet one (1) progress meeting with designated Webb County and TxDOT representatives, utility companies, and adjacent and affected landowners to report on the

project's progress. The Engineer shall be required to prepare the minutes for the meeting and provide an electronic and hardcopy to the County and/or State for review.

**Task: QC/QA (FC: 145)**

The Engineer should meet the project schedule as presented in "Exhibit C" of this work authorization.

The Engineer will perform quality control and quality assurance (QC/QA) review and approve any deliverables including those provided by sub providers before submission to the state.

Peer review will be provided at all levels. Internal mark-ups (redlines) and/or comments developed as part of the Engineer's QC/QA will be maintained for inspection when requested by County and/or the State.

## PHASE I- ADVANCED PROJECT DEVELOPMENT SERVICES

### I. ROUTE AND DESIGN STUDIES

#### Task: Route Location Studies (FC: 110)

A preliminary preferred route alignment will be selected based on the analysis of different routes, stakeholders input, evaluation criteria matrix, and County and State concurrence. This selection will be documented as part of the environmental assessment. The scope of services includes coordinating with the consultant from the City of Laredo to produce a single Schematic for the project limits from FM 1472 to I35.

Develop a matrix to establish the project's route selection criteria for evaluating alignment alternates which include widening and no-build only. The criteria will include such factors as existing and future development, current and future land use, environmental factors, socioeconomic issues, geographic features, political issues, traffic volumes, traffic service, utility impacts, transportation infrastructure, and cost.

Identify and Analyze Alternate Routes ( within the Corridor Bandwidth after the first open workshop.

- Develop preliminary alternate route alignment, within the identified bandwidth, utilizing previously developed constraints map, matrix criteria, and workshop input. A maximum of three alternates will be identified for the following projects:

#### Traffic Engineering Studies (Performed By TxDOT and/or TTI)

The Engineer should perform field work and analysis necessary to prepare a traffic engineering study at the designated location.

The Engineer should provide traffic engineering studies along with recommendations for improving traffic operations of the site under study.

The Engineer should prepare a list of all contacts the consultant has had communication with throughout the study.

The Engineer should provide one bound set, one unbound set, and one electronic copy of the traffic engineering study research, data, and results.

#### Traffic Signal Warrant Studies (Not Included in this Contract)



The Engineer should conduct site inspections, obtain photographs and prepare existing condition diagrams. Record traffic characteristics as observed while in the field.

The Engineer should review traffic count data and prepare traffic count data summaries in tabular format.

The Engineer should obtain traffic accident records for the study location from the State for the most recent thirty-six (36) month period, analyze the accidents and prepare collision diagrams.

The Engineer should conduct traffic signal warrant studies following the guidelines published in the latest edition of the Texas Manual on Uniform Traffic Control Devices.

The Engineer should prepare and submit two (2) reports to the County and State, which summarize the findings of the traffic counts, field inventories, accident analysis, warrant analysis and recommendations. The reports will include existing condition diagrams, field photographs, traffic counts, collision diagrams and any recommended improvements (if appropriate).

#### **Speed Zone Studies (Not Included in this Contract)**

Spot speed studies will be conducted as outlined in the Traffic Operations Manual to obtain the 85<sup>th</sup> percentile speed. The limits for each study will be determined based on the length and characteristics of the roadway being studied. Where 125 passenger vehicles can be measured within 2 hours, speed checks will be made every ¼ mile. In rural areas with low volumes, one speed check at each end and one at the middle point will be sufficient. Where a combination of speed checks can be obtained for 125 passenger vehicles in 2 hours and cannot be obtained, spot speed checks will be made every ¼ mile until two consecutive checks yield less than the 125 vehicles required. The remaining portion will have a speed check station at its middle and end point unless 125 passenger vehicles in two hours are measured in which case, the entire roadway will be measured every ¼ mile. All sections of highway not achieving 125 passenger vehicles per 2 hours, will have trial runs performed upon them following the procedures outlined in *The Procedures for Establishing Speed Zones*.

Additionally, a trial run and spot speed check shall be performed in every zone on the roadway where the speed limit changes. (For example, if the roadway is zoned 60 mph in the rural areas but drops to 45 mph and 35 mph coming into a town, there shall be a trial run performed in each of the 3 zones and a spot speed check.)

Ball Bank Runs – All horizontal curves over 2 degrees shall have ball bank data collection performed on them, in each direction of travel, to evaluate the need for advisory speed signs following the procedures outlined in *The Procedures for Establishing Speed Zones*.

#### **Strip Maps (Not Included in this Contract)**

TxDOT thru County will provide a Microstation copy of the base strip map for every roadway that has established control-section and mile points. In the rare case of a newly created roadway, a simple base strip map will be prepared by the Engineer.

Strip Maps will be in a levelized format as specified by TxDOT, County and the State following the procedures outlined in *The Procedures for Establishing Speed Zones*. Maps will not contain break



points and will be shown on 11" x various width sheets for each identified location. The Engineer will provide County and the State with electronic copies of all graphic files.

The Engineer will provide County and the State copies of all field tally sheets and worksheets.

County and the State will coordinate with appropriate Cities to approve required City Ordinances pertaining to speed zones within City Limits.

Sign Inventory – The Engineer will inventory regulatory and warning signs on the study roadway for each direction of travel. This information will be posted on the strip maps of the study area.

Strip Maps – The Engineer will prepare strip maps on which all-pertinent data to the speed zones are recorded. Strip Maps will be prepared at a scale of 1"= 300' in highly developed areas and a scale of 5" = 1 mile in sparsely developed rural areas. In zoning a long continuous section of highway, changes in scale may occur. However, two different scales will not be used on the same strip map. The strip map sample, as provided by County and/or State, indicates much of the required data. In addition, the strip map will contain the following information:

Name And Highway Number Of The Route To Be Zoned. Show all names and/or highway numbers if the route has more than one name and/or highway number. Show the zone to be zoned by Highway Commission Minute by a wide center line on the strip map.

Crossroads and Cross Streets. Show all names and highway numbers if the crossroads and cross streets have more than one name and carry one or more highways. Wider lines than those used for county roads and city streets shall show numbered highway routes.

Urban District. Urban districts shall be indicated clearly under the heading Development. "Urban District" means the territory contiguous to and including any highway or street which is built up with structures devoted to business, industry or dwelling houses, situated at intervals of less than one hundred (100) feet for a distance of one-quarter (1/4) mile or more on either side.

Schools and School Crossings. Identify only those schools abutting the highway and show their exact locations. Show all school crosswalks.

Traffic Control Devices Such As Signals And Regulatory And Warning Signs.

Important Traffic Generators. These include factories, drive-in theatres, and other establishments that attract large volumes of traffic.

Ball Bank Readings For Each Direction Of Travel For All Curves Having A Safe Speed Of 10 M.P.H. Or More Below The State Wide Maximum Speed Limit.

Data By Which The Limits Of The Zone Can Be Described. These data include station numbers and control and section numbers. Milepost numbers may be used if they are accurate.

The Limits Of Any Incorporated City Or Town. Station numbers or Milepost numbers and control and section numbers should be shown for these points.



All Railroad Crossings With Name Of Railroad. Indicate the number of tracks and type of grade crossing protection.

ate Limits Of The Developed Area Of Unincorporated Towns. These limits should not be shown as city limits but indicated "beginning" and "end" of "developed area" under the heading Development.

**Traffic Signal Timing (Not Included in this Contract)**

The Engineer should perform traffic counts as needed for the development of signal timings. Counts may include peak hour turning movement counts and 24-hour machine counts.

The Engineer should perform travel time measurements as needed with the floating car method or other method approved by the district. Perform three travel time runs in each direction of travel for each peak hour or off peak hour being analyzed.

The Engineer should obtain existing signal phasing and timings from County and/or TxDOT.

The Engineer should perform a field review of the signals to verify signal head indications, phasing, overlaps, and the availability of vehicle detection, pedestrian signals and push buttons.

The Engineer should perform a field review of lane configuration at each intersection and measure approach widths.

The Engineer should obtain corridor information such as distance between intersections, posted speed limits, school zones, and any other relevant information.

The Engineer should generate timing plans for each intersection and perform capacity analysis at each intersection to determine saturation flow rates and level of service (LOS), utilizing Synchro or Passer V.

The Engineer should prepare preliminary and final reports. Include "before" and "after" travel time data if requested by County and/or State.

All optimized signal timing plans will be developed using SYCHRO, PASSER or other signal optimization program.

The Engineer should meet with County and the State to review the proposed timings.

The Engineer should provide implementation assistance for final timings.

The Engineer should conduct field observations and make recommendations to County and the State to make adjustments.

The Engineer should incorporate field modifications into timing plan documentation and resubmit modified programming sheets.

**Task: Roadway Design Criteria (FC: 110)**

The Engineer shall develop the roadway design criteria based on the controlling factors specified (i.e. 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional

classification, roadway class and any other set criteria as set forth in Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals.

The Engineer must develop a preliminary Design Summary Report (DSR) containing roadway and hydraulic criteria for discussion and evaluation in the Design Concept Conference (DCC).

**Task: Preliminary Cost Estimate (FC: 110)**

The Engineer shall develop a preliminary cost estimate through use of the MS Excel software. Unit bid prices used will coincide with the State's Laredo District averages, as available, over the preceding 3 month period and will be escalated to the proposed letting date.

**Task: Design Schematic (FC: 110)**

The Engineer shall perform the following tasks under this item:

- Prepare a schematic plan and profile drawing (1"=100'H, 1" = 10'V) on a continuous color plot paper roll. The schematic will include the ultimate edge of pavement, proposed pavement profile, existing utility crossings, proposed culvert crossings, proposed bridges, proposed R.O.W., existing cross streets, proposed driveways, proposed outfall channels, proposed channelized intersections, ultimate interchange configurations, traffic data (turning movements), signing, and pavement markings.
- Prepare a preliminary construction estimate based on the approved schematic using Excel spreadsheets.
- Preliminary Hydrologic Analysis for 3 cross drainage structures. If additional crossings are found, it will be considered a change in scope.  
Delineate drainage area on USGS map for each stream crossing. Determine preliminary design flows for the crossings based on the 5, 10, 25, 50, and 100 year USGS Regression Curves or other hydrologic method approved by the District on the basis of accuracy.
- Preliminary Hydraulic Design Analysis for 3 cross drainage structures. If additional crossings are found, it will be considered a change in scope.  
Preliminary design flows to select a cost-effective preliminary crossing design. The analysis will include a comparison between bridge versus culvert. Preliminary water surface profiling will be determined using approximate cross section taken from the USGS maps in combination with the single or two-section method of surface calculation.
- Preliminary Hydraulic Report  
Prepare a report for the project addressing Hydrologic and Hydraulic Issues. Included in the report will be a preliminary 100-year flood plain impact and mitigation analysis based on available FEMA Flood Plain Maps showing approximate flood plain boundaries.

**DRAINAGE IMPACT STUDY (DIS)**

• **Drainage Analysis**

Analyze and propose mitigation (detention) measures to avoid adverse downstream impacts.

The scope of services includes coordinating with the consultant from the City of Laredo to produce a single Drainage Analysis for the project limits from FM 1472 to I35.

1. The Engineer will identify the existing drainage outfalls and existing condition peak flows.



- a. Data collection and site visits.
  - b. Approximately three outfall channels exist within the project reach.
  - c. Identify outfall channels capacity.
  2. Drainage areas for the existing and proposed conditions.
    - a. Develop NRCS **or similar** method for area peak flows and use of the HEC-HMS model for the 100-year, 50-year, 25-year, 10-year and 5-year flows and runoff hydrographs.
  3. Estimate preliminary detention mitigation requirement
    - a. Estimate roadway impact storage based on approximate methods.
    - b. Estimate approximate floodplain volume.
    - c. Identify potential detention sites.
    - d. The Engineer will meet with the State (TxDOT) to discuss preliminary findings of the storage volume computations, preliminary impacts and potential mitigation facilities. Recommendations at this point will be generic and conceptual in nature, mainly for discussions with the State and the local government entities.
  4. Compute existing and proposed peak flows at the sub-area level for the 5, 10, 25, 50 and 100-year frequencies. The additional pavement will be accounted for by modifying time of concentration and impervious cover.
    - a. Review contributing drainage areas within the ROW for each outfall (drainage system) from information obtained in the Drainage Analysis. (Items 1,2 and 3)
    - b. Calculate proposed peak flows utilizing **HEC-HMS, NRCS or similar method** parameters for both existing and proposed conditions. Use the HEC-HMS for runoff hydrographs.
    - c. Use **SWMM or similar software** to link sub-areas to the outfall location.
- **Mitigation Analysis**  
An impact analysis is required on bayous, creeks and ditches in accordance with State criteria for the various frequencies.
    1. Storage computations will be based on hydrograph calculations. A mitigation volume for the 100-year storm will be computed.
      - a. For in-line detention storage –
        - Develop an initial stage-storage rating curve for the detention basin. The inlet and outlet pipes and/or surface conveyance between the storm sewer system and the detention basin will be modeled in SWMM or similar routing software.
        - Iterate the storage volume and inlet and outlet pipes until the flow is fully mitigated at the outfall locations.
    2. Existing Storage Mitigation
      - a. Compute right of way corridor FEMA 100 year flood plain volumes for existing and proposed roadway elevations. A decrease in 100 year flood plain volumes is

not allowed by the State or other governmental agencies, without adequate mitigation.

- b. Compute ROW Corridor Storage in existing drainage systems that exists outside the floodplain. Any decrease in volume will require adequate mitigation.

3. Finalize Mitigation Plan

- a. Finalize location, volume, footprint, control structures, 100-year and 10-year water surface elevations for all mitigation facilities on 1" = 200' schematics or similar exhibits at a suitable scale.
- b. Prepare cost estimates for drainage facilities (Right-of-way, detention, storm sewers, extreme event structures, etc.)
- c. If requested, prepare an alternative mitigation plan considering alternate basin locations, lack of available right-of-way, etc. Up to one alternate plan will be provided at each outfall. Additional alternatives would be handled as an additional task under the contract, and paid for by supplemental Work Authorization. This effort is not included in this scope of work.

- 4. This phase does not include the detailed PS&E design of any drainage features.

• **Deliverables**

- a. Prepare Draft Drainage Impact Study (DIS) signed, sealed and dated by a registered/licensed engineer. Three copies of the report including color exhibits will be submitted.
- b. Incorporate comments from draft DIS into final DIS.
- c. Prepare CD for submittal to the State (TxDOT), and include report text, models, exhibits and tables.

**Task: Design Concept Conference (FC: 110)**

The Engineer will organize and attend a preliminary concept (or kick-off) meeting:

- a. To identify and confirm with County and the State corridor issues that would influence the location and ultimate selection of a preferred alignment.
  1. To develop criteria to evaluate alternative corridors considering existing and future development, current and future land use, environmental factors, socioeconomic issues, geographic features, political issues, traffic volumes, traffic service, utility impacts, transportation infrastructure, and cost.

The Engineer shall attend one design concept conference at the County or State's Laredo District Office. The Engineer shall prepare the minutes for the meeting and forward to County and the State with all item addressed and agreed.

## **II. SOCIAL, ECONOMICAL, AND PUBLIC INVOLVEMENT**

**Task: Environmental Report- Environmental Assessment, Environmental Impact Statement**

**Function Code: 120**

The Engineer will document the work effort and will assemble and summarize all technical information, methodologies, and results of analysis in the correct format for an Environmental Assessment. The scope of services includes coordinating with the consultant from the City of Laredo to produce a single Environmental Assessment with Logical Termini being the project limits from FM 1472 to I35.

The applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A will be followed. A brief description of the proposed report format – per State (TxDOT) and FHWA's guidelines – follows:

1. Cover sheet
2. Table of Contents
3. Introduction
4. Purpose of and Need for the Proposed Action
5. Description of the Proposed Action
  - a. Roadway Construction (ultimate 4-lane divided facility, interchanges, and phased construction)
  - b. Utility Construction
  - c. Project Funding



6. Reasonable Alternatives – the development and evaluation of reasonable and feasible alternatives will be documented in this section including the preferred and the no-builder alternatives.
7. Project Setting/Existing Environment
8. Potential Social, Economic, and Environmental Impacts
  - a. Socioeconomic Data
  - b. Land Use
  - c. Regional and Community Growth
  - d. Public Facilities and Services
  - e. Community Cohesion
  - f. Environmental Justice
  - g. Economic Impacts
  - h. Conservation and Preservation
  - i. Displacement of People, Business, and Farms
  - j. Water Quality – Nationwide Permits, Wetlands, Floodplains, SW3P, and Surface Water Hydrology
  - k. Air Quality Analysis
  - l. Traffic Noise Analysis
  - m. Vegetation Impacts
  - n. Wildlife and Threatened/Endangered Species Impacts
  - o. Section 4(f) Properties
  - p. Prime and Unique Farmlands
  - q. Archaeological/Historical Structures
  - r. Construction Impacts
  - s. Hazardous Waste/Materials
9. Secondary and cumulative Impacts
10. Comments and Coordination – Describe coordination efforts and comments received from government agencies and citizen comments from public workshop and meeting.
11. Conclusion

After the selection of the preferred alternative and based on agency comments and anticipated permit requirements, the Engineer will conduct additional field environmental investigations as outlined below. These follow-on environmental surveys will be accomplished along the preferred route at the widths noted.

The following field visits will be conducted and documentation prepared in support of the detailed evaluation of environmental issues for these reasonable and feasible alternatives within each project corridor. Right of entry will be obtained prior to these visits by Engineer using the State's Environmental Right of Entry Form:

- Wetlands – Fieldwork will be limited to readily accessible areas, with the purpose of confirming the existence of potential constraints identified by federal, state, and local agencies.
  - a. Jurisdictional wetlands within the preferred corridor will be located and classified according to the current U.S. Army Corps of Engineers methodology. The wetland/non-wetland boundary will be identified by staking/flagging within the preferred corridor and located by GPS and/or surveying. Document shall be on an approved map base.
  - b. Coordinate with County and the State, the NRCS and USCOE on confirmation of findings and extend of wetland areas.

Project wetland scientists will perform wetland evaluations in all areas potentially affected by each alternate alignment. This scope of services includes both a wetland determination and delineation to be conducted in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual for potential wetlands within the Preferred Alternative. Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be conducted under an additional scope and budget.

- Archaeology – An agreement with the State Historic Preservation Officer will be developed regarding the Phase 1 survey. A Phase 1 pedestrian survey for archaeological cultural resources will be conducted within the preferred corridor to identify previously unrecorded archaeological resources prior to the schematic alignment. No geomorphological analysis or field work is included in this scope of work. The survey will be conducted in accordance with an approved research design and prevailing standards accepted by the State, the Council of Texas Archaeologists, and Section 106 regulations and all work will be completed under an Antiquities Permit to be issued by the Texas Historical Commission. An archaeological Survey Report will be prepared to document the archeological field investigations that will meet TxDOT's *Standards of Uniformity for Archeological Survey Reports* and define (in coordination with the State as well as local historical societies and commissions, as necessary) the significance of identified archeological resources that have the potential to be impacted by project-related construction. The need for Phase 2 (archaeological testing) or Phase 3 (data recovery) investigations, if any, cannot be determined at this time. These efforts are therefore not included in this scope or work, and may be added by supplemental agreement.
- Noise – Conduct ambient noise measurements in readily accessible areas as required for the noise analysis documentation procedures by the State (TxDOT) and FHWA.
- Hazardous Waste Sites – The Engineer will conduct a Transaction Screen Environmental Site Assessment for hazardous materials for potential hazardous materials sites within the preferred corridor and all properties required for right-of-way acquisition. Work will be accomplished in accordance with ASTM 1528.96 (Transaction Screen Process). If USTs or hazardous waste sites are found within the project area, subsurface investigations and further study will be considered additional services.
- Historic Structures – The Engineer shall prepare a Non-Archeological Historic Resources Project Coordination Request (October 2009 version) for review and comment by TxDOT-ENV. If required by TxDOT, the Engineer (project historian) shall prepare a research design for review and comment by TxDOT-ENV. The research design shall conform to TxDOT *Research Design SOU: Non-Archeological Historic-Age Resource Research Designs Review Checklist* (October 2009 version). Following approval of the research design, the Engineer shall perform a reconnaissance survey conforming to the methodology outlined in Appendix B of the Draft CRM Guide for *Accurately Identifying Non-Archeological Cultural Resources* (Texas Department of Transportation, April 2006). The survey shall document each historic-age resource (defined by TxDOT as a building, structure, object, historic district or non-archeological site at least 45 years old at the time of letting) within the Study Area. The Study Area shall consist of the Area of Potential Effects (APE) plus all parcels that are wholly or partially within the APE. The Engineer shall contact the Webb County Historical Committee Chairman to identify any resources within the APE of local historical concern and to gather additional information on the documented structures. The Engineer shall provide a report detailing the results and findings of the reconnaissance survey including effects to historic properties and the need, if any, to conduct intensive survey efforts.

The report shall have sufficient detail and clarity to provide the Texas Historical Commission with the basis for making determinations of National Register of Historic Places eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The report shall conform to the TxDOT *Standards of Submission for Non-Archeological Historic-Age Resource Reconnaissance Survey Reports Review Checklist* (October 2009 version).

- Land Survey – The preferred alternative corridor will be reviewed and grouped into similar habitat types, i.e., farmland, pasture, mixed hardwood, bottomland hardwood, riparian, etc. using available aerial photography and limited groundtruthing. Areas that have a hardwood component will be classified using tree plots that identify individual trees into three groups: 30-45 cm (11.8 – 17.7 inches), 45-60 cm (17.7 – 29.5 inches) and greater than 60 cm (29.5 inches) DBH. If a significant or unique species is found that is less than 30 cm (11.8 inches) it will be noted, otherwise no trees of less than 30 cm will be documented. In addition, areas that are classified as bottomland hardwood/riparian forest will have an additional class: 15-30 cm (5.9 – 11.8 inches). Trees of less than 15 cm (5.9 inches) will not be documented in these areas unless it is a significant or unique species. A tree with multiple trunks will be considered to be one tree; thus, the DBH for each multiple trunk will be summed for the total for that tree.
- Threatened or Endangered Species – A preliminary biological assessment will be performed for any areas of potentially affected T&E species habitat identified in Phase 1. If Section 7 coordination with United States Fish and Wildlife Service will be handled by the State (TxDOT). Cross section of disturbed area will be provided with computer files.
- Final Environmental Assessment.  
The Engineer shall incorporate additional information from the final surveys into the environmental assessment and include a discussion about the comments received at the public workshop and meeting. The Engineer shall submit a Draft Final Environmental Assessment (4 copies) for review by the Webb County and any State District Staff. The Engineer will revise as necessary and resubmit for delivery to the State Environmental Affairs Division (9 copies) and for distribution to the resource agencies (9 copies).

**Task: Public Involvement (FC: 120)**

The Engineer shall perform the following tasks under this item:

The Engineer will coordinate/conduct the following meetings to solicit comments/concerns from the preliminary list of stakeholders.

STAKEHOLDER MEETINGS FOR CORRIDOR DETERMINATION – To present the corridor alternatives, discuss the project development process, and obtain input from the major stakeholders and agencies on constraints and issues.(The Engineer will meet individually with each stakeholder with a County and a State (TxDOT representative) All input will be studied/analyzed in the development of the project's constraint matrix. The estimated number of meetings is as follows:

- 4 meetings – 1 w/ each county precinct
  - 1 meeting w/ city council members, mayor and staff (Laredo)
  - 4 meetings – 1 w/ each large property owner
  - 1 presentation to MPO technical committee
  - 1 presentation to MPO Policy board
- It will be the Engineer's intent to group the meetings when it is proper to do so and schedule as many as possible for that day.



- Develop, produce, and mail a bilingual project newsletter prior to the Public Workshop, Meeting, Hearing, and after approval of Environmental Assessment Document. The newsletter will chronicle the project events occurring prior to its mailing.
- Schedule, advertise, and conduct a **Public Information Workshop**. The workshop will consist of an informal "open-house" prior to the County and State (TxDOT) formal project introduction. Assistance in answering questions and recording public comments will be provided to County and State (TxDOT) by the Engineer. A bilingual interpreter will be provided. Exhibits will be prepared showing a map of the corridor bandwidth on an available photographic background. Also, a presentation board showing the matrix of general project criteria for route selection will be displayed. The workshop will be advertised twice in the two local newspapers prior to its schedule date. The advertisement will be in a bilingual format. The bilingual advertisement will occur twice in the two local newspapers prior to the meeting at 30 to 10 day notices. Provide to the State the names and addresses of all property owners, along the corridor prior to the Public Meeting. Prepare required presentation materials (including handouts, agenda, and sign-in roster and exhibits for both meetings described above. Develop project mailing list.
- Prepare a Public Workshop Report detailing the event and recording input received from attendees. The report will be submitted to the County and the Laredo District for review by the Environmental Affairs Division.
- Schedule, advertise, coordinate, conduct, and maintain minutes of a **Public Meeting**. A bilingual interpreter will be provided if needed. Exhibits will be displayed showing the alternate routes on the rectified aerial photograph along with property boundaries obtained from available property maps. A bilingual advertisement will occur twice in the two local newspapers prior to the meeting at 30 and 10-day notices. Meeting minutes will be recorded, using a court reporter, documenting public input and presentation items.
- **Schedule, advertise, and conduct a 2<sup>nd</sup> Public Meeting. The Engineer will recommend the alignment to County and the State for presentation at the second Public meeting (Preferred Alignment Presentation) Spanish translation with microphones will be provided. Exhibits will be displayed showing the alternate routes on the rectified aerial photograph along with property boundaries obtained for available property maps. (Not Included in Contract)**
- Evaluate comments received from attendees of the public meeting. Evaluate comments on each specific alternative to determine if negative or positive consensus has been built on any of the alternatives.
- Public Hearing after completion and preliminary approval of the Draft Final Environmental Assessment and the approval of the schematic design by the County and State and FHWA, the Engineer will:
  - a. Prepare and conduct the information for presentation at the Public Hearing as follows:
    - (1) Develop a layout of the ultimate facility schematics in accordance with State standards and submit 3 copies for approval by the State.
    - (2) Prepare a handout package that includes:
      - Agenda
      - Project Area Map
      - Typical Cross Sections
      - Right-of-Way Acquisition Information
      - Comment Form



- b. Advertise, using a bilingual advertisement, for the Public Hearing twice in the two local newspapers prior to the hearing and prepare a bilingual agenda. Notice and advertisement will be at 30 to 10 day prior notice. **(Not Included)**
- c. Public Hearing to be conducted by the Engineer. Assistance will be provided as needed.
- d. Responses will be prepared to address agency and public comments and to determine the need to revise schematic design or environmental analysis. Responses will be reviewed by the State (TxDOT).
- e. Prepare a Public hearing report (Summary and Analysis).
- f. **Revise the schematic design and environmental assessment as necessary to accommodate agreed-to recommendations and submit to the County and the State for approval. (No schematic revisions are assumed to be necessary after Public Meeting)**
- g. Publish the Final Environmental Assessment (15 copies).

**Task: Cultural Resource Investigations (FC: 120)**

Cultural Resources – the archeological investigation for Phase 1 will be limited to collecting existing documentation from the Texas Historical Commission, Texas Archeological Research Laboratory, and local sources. The archeologist will research existing documentation, determine the areas of high probability for archeological resources, and perform a visual inspection of these areas, if accessible. The project historian will determine the location of potentially NRHP-eligible structures or districts within the three study corridors. The construction date for evaluating the applicability of age criterion will be the year 1967, based on the earliest project construction date of 2019.

Project archeologist will conduct the necessary cultural resource investigations consisting of: 1) preliminary background research pertaining to the presence and/or potential for important cultural resources in the project area; 2) formal studies (TxDOT) Environmental Affairs Division (TxDOT-ENV) Coordination; 3) on-site field visitations of the project as appropriate and 4) compilation of the cultural resources section of the EA. Pre-field research will consist of site and survey record searches at the Texas Archeological Research Laboratory (TARL-State repository for all site records) and the Texas Historical Commission (prehistoric).

Formal TxDOT-ENV and THC coordination will consist of the preparation of a letter to be submitted to TxDOT-ENV, which incorporates all preliminary finding. This letter will be used by TxDOT-ENV for formal coordination purposes with the Texas State Historic Preservation Office (SHPO), in partial compliance with Section 106 of the National Historic Preservation Act of 1966 (as amended).

This scope will also include performing and assembling the results of a Historic Buildings Survey detailing no more than ten historic age structures into the Appendix and EA format as required by TxDOT-ENV, for purposes of regulatory coordination.

Along with any field data gathered through survey under Antiquities Permit, other data that is readily available from research of printed matter will be considered in EA Cultural Resources section preparation. Archaeological investigations related to Corridor Analysis/EA of the preferred alternative assume:

- Land access will be obtained by the Engineer or may have already been secured for surveying or other project purposes
- All survey will be completed under one field effort with repeated revisits to investigate small additions considered supplemental to the current scope.

- Assume two days of backhoe trenching will be required but geomorphological survey will not be required to fully assess archeological resource potential.
- Archeologists will follow a non-collection archeological field survey and any artifacts identified in the field will be returned to their find site.

A brief description of the general report format – per State (TxDOT) and FHWA guidelines – follows.

1. Cover Sheet
2. Table of Contents
3. Introduction
4. Purpose of and Need for the Proposed Action
5. Description of the Proposed Action
  - a. Roadway Construction (ultimate 4-lane divided facility, with or without interchanges, and phased construction)
  - b. Utility Construction
  - c. Project Funding
6. Reasonable Alternatives – the development and evaluation of reasonable and feasible alternatives will be documented in this section including the preferred and the no-build alternatives.
7. Project Setting/Existing Environment
8. Potential Social, Economic, and Environmental Impacts
  - a. Socioeconomic Data
  - b. Land Use
  - c. Regional and Community Growth
  - d. Public Facilities and Services
  - e. Community Cohesion
  - f. Environmental Justice
  - g. Economic Impacts
  - h. Displacement of People, Businesses, and Farms
  - i. Water Quality; - Nationwide Permits, Wetlands, Floodplains, SW3P, and Surface Water Hydrology
  - j. Air Quality
  - k. Traffic Noise Analysis
  - l. Vegetation Impacts
  - m. Wildlife and Threatened/Endangered Species Impacts
  - n. Section 4(f) Properties
  - o. Prime and Unique Farmlands
  - p. Archaeological/Historical Structures
  - q. Construction Impacts
  - r. Hazardous Waste/Materials
9. Secondary Impacts
10. Comments and Coordination – Describe Coordination efforts and comments received from government agencies and citizen comments from public workshop and meeting.
11. Conclusion
  - 1) Project Administration Activities
    - a) Maintain Project Schedule and Budget
    - b) Develop and maintain a Project QA/QC Program.



- c) Hold Progress Meetings on a regular basis averaging once per month in Laredo or Rio Bravo, as necessary.
- d) Submit Billings.

**Task: Hazardous Materials (FC: 120)**

Hazardous Materials – Fieldwork will be limited to readily accessible areas, with the purpose of confirming locations of sites revealed during agency records review.

**Task: Noise and Air Quality Analysis (FC: 120)**

Noise – Conduct ambient noise measurements in readily accessible areas as required for the noise analysis documentation procedures by State (TxDOT) and FHWA.

Address and/or prepare the following:

- Noise-sensitive land uses in the vicinity of the alternatives will be identified.
- Sufficient ambient noise level measurements will be taken to determine existing noise levels.
- Predicted noise level contours will be developed using the FHWA Highway Traffic Noise Prediction Model STAMINA 2.0/OPTIMA (revised March 1993) for present and future **Design Year Traffic**.
- A noise barrier mitigation analysis will be prepared for noise receivers where predicted design year noise level contours approach or exceed the FHWA Noise Abatement Criteria (NAC) or meet the criteria for relative impacts.

**Task: Ecological Investigations (FC: 120)**

Project biologists will perform a characterization of project area ecological resources, including descriptions of vegetation and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Texas Biological and Conservation Database, an assessment of potential habitat in the project area for any listed species determined to be of potential occurrence, and coordination by letter with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. Any required threatened or endangered species presence/absence surveys will be conducted under an additional scope and budget.

Ecology/Wetlands/Endangered Species – Fieldwork will be limited to readily accessible areas with the purpose of confirming documentation provided by federal, state and local agencies.

**Task: Social- Economic Investigations (FC: 120)**

Social/Economic/Relocation/Land Use – Analysis of social and economic environment will include documentation of potential Environmental Justice issues. Census block data will be collected to document areas of low-income and minority populations.

**ENVIRONMENTAL NOTES:**

**Environmental Services to Be Performed.** The Technical Expert shall perform the environmental services indicated below.

Services to be provided by:

Technical Expert: Identify the study area for the Environmental Assessment (EA)

Obtain right of entry to perform environmental services

Develop letters or other materials for seeking right of entry

Public Involvement activities:

Develop public involvement plan

Compile and maintain mailing list

Make arrangements for public meeting

Technical Expert: Provide one staff member to attend one Public Meeting and one Public Hearing

Develop summary of public meeting and responses to comments

Make arrangements for public hearing

Technical Expert: Provide one staff member to attend a public hearing.

Develop comment and response report, summary and analysis and other information from public hearing

Develop and send acknowledgement / response letters to commenters

Develop, publish, and distribute newsletter

Develop and maintain web site

Technical Expert: Analysis of social and economic impacts, including:

Technical Expert: Identify and evaluate social and economic impacts

Technical Expert: Identify property owners and tenants adjacent to the roadway project

Technical Expert: Identify potential displacements

Technical Expert: Identify potential replacement housing and/or other replacement sites

Technical Expert: Identify the racial, ethnic and income level of affected individuals and communities

Technical Expert: Develop mitigation measures for social, economic and community impacts for the preferred alternative

Technical Expert: Perform public contact and public involvement to gather information from individuals and communities regarding social impacts

Technical Expert: Estimate the losses and gains to tax revenues

**Estimate losses and gains using a computer model (Not Included in this Contract)**

Technical Expert: Identify current and anticipated land uses with surveys and land use plans

Technical Expert: Incorporate subdivision plats into identification of current and anticipated land uses.

Technical Expert: Evaluate travel modes and patterns. Evaluation also shall incorporate:

**Predictive models (Not Included in this Contract)**

Technical Expert: Observation

Technical Expert: Public contact

Technical Expert: Identify and evaluate the potential for impacts to disabled and elderly individuals and populations

Technical Expert: Perform Environmental Justice analysis

Technical Expert: Perform indirect and cumulative impact studies

Technical Expert: Identify considerations impacting pedestrians and bicycles

Technical Expert: Perform air quality analysis to include a qualitative MSAT analysis

Technical Expert: Perform a traffic noise analysis. The noise analysis also shall include:



**Take field measurements of existing noise levels (Not Included in this Contract)**

Technical Expert: Perform computer modeling of existing (if not obtained through field measurements) and predicted noise levels. Modeling shall be accomplished with the Federal Highway Administration (FHWA) approved Traffic Noise Model.

Technical Expert: Determine predicted noise impact contours for undeveloped property

Technical Expert: Water Quality studies

Technical Expert: Perform wetland delineations

**Perform wild and scenic river studies (Not Included in this Contract)**

Technical Expert: Perform floodplain impact studies

**Perform coastal barrier studies (Not Included in this Contract)**

**Perform coastal zone impact studies (Not Included in this Contract)**

Technical Expert: Section 401 of the Clean Water Act (33 United States Code (U.S.C.) 1341)

Technical Expert: Section 402 of the Clean Water Act (Stormwater Permit)

Technical Expert: Section 404 of the Clean Water Act (33 U.S.C. 1344)

**United States Coast Guard Section 9 Permit (Not Included in this Contract)**

**Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) (Not Included in this Contract)**

**Perform water body modifications and wildlife impact studies (Not Included in this Contract)**

Technical Expert: Threatened and endangered species. Studies shall include:

Technical Expert: Survey for protected species habitat

Technical Expert: Survey shall be performed for T & E species on the El Paso County TPWD and USFWS lists (no species specific surveys are anticipated).

Technical Expert: Check for presence of designated critical habitat

Technical Expert: Habitat analysis (Entire project area not just Threatened and Endangered Species)

Technical Expert: Analysis of stream modifications (if any) and associated habitats

Technical Expert: Early coordination with United States Fish and Wildlife Service (USFWS) / Texas Parks and Wildlife Department (TPWD) (indicate which) (coordination with both USFWS and TPWD).

Technical Expert: Perform invasive species studies

**Perform essential fish habitat studies (Not Included in this Contract)**

Technical Expert: Perform beneficial landscaping studies

Technical Expert: Determine farmland impacts

Technical Expert: Perform hazardous materials studies

Technical Expert: Archeological studies:

Technical Expert: Perform archeological background studies

**Perform an archeological reconnaissance survey (Not Included in this Contract)**

Technical Expert: Perform an archeological intensive survey

**Identify Native American tribes for consultation (Not Included in this Contract)**

**Identify and seek the views of consulting parties (Not Included in this Contract)**



Technical Expert: Identify and seek the views of local historical and archeological societies, county historical commissioners, and other individuals or organizations

Technical Expert: Perform early coordination with the State Historic Preservation Officer (SHPO)

Technical Expert: Historic Resource Studies: Consultant will prepare the Pre-coordination Request (PCR) form

Technical Expert: Reconnaissance Survey

**Intensive Survey (Not Included in this Contract)**

Technical Expert: Perform visual impact studies

Technical Expert: Perform construction impact studies

Technical Expert: Perform Section 4(f) evaluations

Technical Expert: Perform services in Exhibit A, Special Provisions

Alternatives to be considered:

A. No build

B. 3 Alternative Alignments

### **Special Provisions:**

#### Management and Coordination

Project duration assumed to be no longer than 9 months. Assumes 1-hour conference call attendance by one Engineering staff, once a week for project duration . One staff will attend one team meeting in Laredo.

Assumes the work product will be a single set of documents with the Logical Termini being FM 1472 and I35 coordinated with the City of Laredo engineer. All work products within the limits of the Engineers scope with the County will be reviewed and approved by the COUNTY prior to incorporation into the master documents.

#### Literature Review and Secondary Data Collection

Data collection to consist of one site visit for 1 week to collect data (includes meetings with the State (TxDOT) to obtain copies of Feasibility Study, EA, CE, DCIS, review TxDOT project file

#### Natural Resources

It is assumed that two separate field surveys will be scheduled and conducted on two different dates. This scope of work does not include USACE 404 permitting. It is assumed that permitting under the Nationwide Permit 14 will be required for impacts to waters of the U.S. This scope of work does not include presence absence surveys for threatened and endangered species at the request of resource agency consultations. This scope of work does not include a hydrologic model or letter of map revision (LOMR) from the Federal Emergency management Agency. This scope of work does not include a pre-nesting bird survey prior to construction.

#### Cultural Resources

No windshield or other site/field surveys are included in this scope and contract.

#### Field Surveys and Environmental Investigations

**Contract No.**

All field surveys and environmental investigations assume that the proposed new right of way and additional buffer area for survey is no greater than 500 feet in width.



Alternatives

Assume up to three new location alternatives will be considered, each of approximate length of 3.5 miles.

Public Involvement:

The Engineer will perform all public involvement, including exhibits. Two Engineering Staff will attend one public meeting and one public hearing. Each is assumed to require 16 hours per meeting/hearing for travel, attendance, and related coordination.

Air Quality:

Air Quality Analysis includes a qualitative Mobile Source Air Toxics (MSAT) analysis. MSAT quantitative analysis is not included in this scope.

Hazardous Materials/Phase I ESA

No detailed legal descriptions of property boundaries will be utilized. No interior inspections of structures will be completed. Historic land use will be limited to review of aerial photography. Interviews with select landowners potentially impacted by the project will be conducted by members of the project team. Additional landowner interviews may be conducted when site reconnaissance reveals the need for additional information on past or current land use activities. Only sites of environmental concern and within the ASTM Standard search distances for the project area will be assessed. Asbestos was banned in most friable building materials (spray-applied surfacing materials and thermal system insulation) in 1978. Physical inspection of the interior of buildings or the identification of asbestos containing materials will not be conducted. The scope of work does not include air, surface water, groundwater, lead-based paint, or polychlorinated biphenyl (PCB) sample collection or testing, nor does it include a title search.

Socioeconomics

Only windshield surveys will be conducted. No door-to-door, mailer, or phone surveys will be conducted to obtain information from residence or business owners.

Section 4(f) Evaluation

This scope and contract includes necessary coordination, analysis, and documentation related to a *de minimis* finding only. No avoidance alternatives development or analysis, or Section 4(f) statement preparation is included.

Environmental Decision Document:

The Engineer shall prepare a draft environmental decision document for review by ENV and a final environmental decision document for approval by FHWA. The decision document will succinctly summarize the prime aspects of the project that influence FHWA's environmental decision. At a minimum the decision document shall include a brief description of the project (including project location and termini), a summary of the Need and Purpose statement, an explanation of why the preferred alternative was chosen over the other alternatives studied, a listing of anticipated impacts from the preferred alternative, a summary of all the proposed mitigation actions (if any) for the project impacts, and a justification as to why the impacts of the project are not considered significant. The environmental decision document shall be prepared in accordance with the February 20, 2009 memorandum from the FHWA Texas Division.

Deliverables:

The Engineer shall conduct an internal quality assurance and quality control review on each deliverable before it is submitted to the County/State for review. After the draft deliverables are submitted and reviewed by the State (TxDOT), the Engineer shall revise and resubmit the deliverables to address all comments received from Environmental Affairs Division, TxDOT Laredo District and the Federal Highway Administration.

Assume classification letter results in Environmental Assessment document and project obtains FONSI.

Copies of the Draft and Final Environmental Assessment for FHWA review will be printed double sided.

### **III. FIELD SURVEYING AND PHOTOGRAMMETRY**

The Engineer's Surveyor shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.

The Engineer's Surveyor shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The Engineer must submit the TCP to the respective Area Office to obtain approval from the Traffic Control Safety Review Committee concerning the proposed method of handling traffic prior to the surveyor's commencement of work.

#### **FIELD SURVEY**

All surveying for this project shall be provided in English Units

#### **Task: Obtain Permission for Right of Entry (FC: 130)**

Refer to Right of Way Service – Task: Right of Entry for services to be provided.

#### **Task: Establish Ground Control (FC: 150)**

The surveyor shall establish Horizontal & Vertical Control.

1. Recover existing (primary) control along project limits and recover adjacent existing State (TxDOT) control as well as NGS A or B and First Order Horizontal and First Order Vertical control stations in the vicinity of the survey.
2. Set all monuments and complete GPS obstruction field sketches, to reach descriptions and reference swing ties. Also, update, if necessary, all information on existing control to be used on this survey. Monuments will consist of aluminum disks. The station ID is to be stamped on the disk.
3. Perform a GPS static survey of all stations using dual frequency GPS survey equipment.
4. Process, analyze and adjust the data. Final coordinates should be provided in the Texas Coordinate System, South or South Central Zone in US Survey Feet. Provide coordinates in NAD83/86 and NAD83/93.
5. Vertical positions should be provided in NAVD88.

**Task: Obtain Cross Sections from Field Surveying (FC: 150)**

The surveyor shall locate and identify all topography (natural and man-made) within the proposed preferred alternative right-of-way, for the entire length of the project plus any other added length needed by the engineer for incidental construction. Topographic information shall include, but not be limited to, right of way monumentation (include type), dimensions of lanes, shoulders, tapers, and taking roadway cross-sections (i.e. center line, pavement edges, ditch flow lines, ROW) at a maximum of 100 ft intervals or at any severe change in vertical elevation throughout the project limits, plus any areas that look recently disturbed by excavation or embankment, and will extend left and right of the roadway to a minimum of 50 ft past existing or proposed ROW from proposed baseline.

The surveyor shall label and describe all structure, surface, element in the actual 2D Micro-Station Planimetric Graphic file.

**Task: Ground Topography (FC: 150)**

1. Driveway (Public Access, Commercial, & Private) and Turnouts
  - a. Locate and obtain approximate centerline station.
  - b. Determine driveway radiuses, establish a center line and obtain profile along intersecting driveways (i.e. centerline, radiuses, right and left gutters/shoulders) to a distance of 300 feet from the edge of pavement/gutter of the State Roadway. For commercial and private driveway, obtain profile to the right of way limits or as directed by the Engineer.
  - c. Inventory by type (dirt, caliche, gravel, concrete or paved). Including width and type of existing ramp according to State (TxDOT) standards. Also include radius, skewed angle and distance to right of way.
  - d. Obtain length (from existing edge of pavement to R.O.W. line) and width at R.O.W. line.
  - e. Inventory public access, commercial, and private driveways.
  - f. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
  - g. Label name for each roadway if available and describe drive surface each driveway (concrete, asphalt pavement, caliche or dirt).
2. Side Drains
  - a. Obtain approximate roadway centerline station.
  - b. Obtain size, length, description of structure, and conditions.
  - c. Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
  - d. Label descriptions (size and length) on each side drain.
3. Culverts:
  - a. Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structure (for example: irrigation or drainage culvert) size and length.
  - b. Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
  - c. Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
  - d. Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc...) according to State's (TxDOT) standards. For barrier rail include type of end treatments, location, type, length, and height.



- e. Obtain pictures of culverts barrels and outlet and inlet view to right of way line.

#### 4. Ditches:

Determine the type of ditch (i.e. concrete, gabions, energy dissipater, etc.) and corresponding dimensions and conditions.

#### 5. Inlets & Manholes

- a. Obtain inlet opening width(s) and grate inlet dimensions.
- b. Locate and obtain elevation flow lines at inlet width openings, grate inlets, top of curb, and gutter lip elevations.
- c. Locate and obtain elevation(s) at top of manhole lid.
- d. Locate and obtain invert flow elevations for all inlets, junction boxes, and manholes. Include all inlet and outlet elevations from drainage structures leading to the inlets, junction boxes, and manholes. Obtain the size, material, and direction of flow for these drainage structures.
- e. Locate all outfall locations, size of drainage structure, length from last inlet/junction box/manhole, and elevations.

#### 6. Bridges:

For hydraulic modeling, the Engineer shall direct the surveyor to establish the center line alignment of the creek/river to obtain necessary cross sections upstream and downstream for hydraulic analysis. The surveyor shall gather all geometric characteristics of the existing (to include all substructure, super structure, railing, and deck) bridge and hydraulic opening under the structure for hydraulic modeling purposes. Obtain horizontal clearance, vertical clearances, abutment and bent locations, and for bridge rail include location, type of end treatments, type, length, and height.

#### 7. Miscellaneous

- a. This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
- b. ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.

#### Task: Deliverables:

1. Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
2. Original and a copy of the Horizontal and Vertical Control Survey Report, listing all horizontal points and vertical benchmarks with both datums, with sketches showing location and reference ties in the recover of said points.
3. Right of Entry Letters
4. Two copies of the Electronic Files (TXT, Planimetric, TIN, and DTM) containing survey information with proper identification and with the following data format x, y, and z (NAD83 coordinate system)
5. Planimetric: will extend from 0.1 miles east of Beltway Parkway to I35 west frontage road, and shall include all information gathered on the topographic survey

#### DTM:

1. The DTM will extend from 0.1 miles east of Beltway Parkway to I35 west frontage road, and shall include minimum breaklines of roadway striping, edge of pavement, top and bottom of bank. Spot

elevation, sidewalks, and high and low points. If DTM will extend beyond ROW line into private property provide copy of Right of Entry Form.

2. Only TxDOT SDMS feature code(s) will be allowed, when collecting the DTM. (Current Feature code list is TxDOT2K1)
3. Tie visible right of way monuments.
4. Topo shots will not exceed 500 feet from the instrument and distance between ground shots will not exceed 100 feet.
5. Locate trees which have a trunk diameter of 6" or greater at chest height and provide species and drip line diameter as a PD tag.
6. Provide a description of each instrument set up and back sight with height of instrument and staff height noted, the last shot of each setup shall be to a control point.
7. Provide a sketch showing all chains with first and last point numbers.

### **PHOTOGRAMMETRY**

All surveying for this project shall be provided in English Units

#### **Task: Recover and Survey Primary Control (FC: 150)**

The surveyor shall establish Horizontal & Vertical Control for Primary control

1. Recover existing (primary) control along project limits and recover adjacent existing TxDOT control as well as NGS A or B and First Order Horizontal and First Order Vertical control stations in the vicinity of the survey.
2. Set all monuments and complete GPS obstruction field sketches, to reach descriptions and reference swing ties. Also, update, if necessary, all information on existing control to be used on this survey. Monuments will consist of aluminum disks. The station ID is to be stamped on the disk.
3. Perform a GPS static survey of all stations using dual frequency GPS survey equipment.
4. Process, analyze and adjust the data. Final coordinates should be provided in the Texas Coordinate System, South or South Central Zone in US Survey Feet. Provide coordinates in NAD83/86 and NAD83/93.
5. Vertical positions should be provided in NAVD88.

#### **Task: Obtain Permission for Right of Entry (FC: 130)**

Refer to Right of Way Service – Task: Right of Entry for services to be provided.

#### **Task: Establish and Survey Secondary Control (FC: 150)**

The surveyor shall establish horizontal and vertical control for secondary control.

1. Panel Layout: refer to State's (TxDOT) manual "User's Guide to Engineering and Survey Systems Products and Services", October 1996. ISD, page IIE-A, also refer to <http://crossroads/isdinfo/data/isd/srvymap/technologies/photogrammetry/grndcntrlguide.asp>
2. Provide a detailed flight map on USGS Quad of the paneled flight lines, with a list of panels with Latitude and Longitude
3. Perform a GPS static survey of all stations using dual frequency GPS survey equipment.
4. Process, analyze and adjust the data. Final coordinates should be provided in the Texas Coordinate System, South or South Central Zone in US Survey Feet. Provide coordinates in NAD83/86 and NAD83/93.
5. Vertical positions should be provided in NAVD88.

6. Surveyor shall maintain panels for photogrammetry flight
7. Surveyor shall remove paneling material after dictated by Webb County and/or State

**Task: Aerial Photography Low level Flight (FC: 150)**

New **color** aerial photography will be obtained with a calibrated precision aerial mapping camera. The camera is equipped with forward motion compensation (FMC) and interfaces with a GPS receiver. Aerial photography will be obtained at an altitude of approximately 1,500' above mean terrain (AMT) for digital mapping. The scale of photography will be approximately 1:3,000.

1. Analytical Aerotriangulation

Full analytical aerotriangulation is necessary to extend control throughout project photography for the development of digital mapping.

Selection of photogrammetric points for control extension will be performed with strict adherence to rigid geometric and photogrammetric principles. Measurements will be made using soft copy photogrammetric workstations.

Several computer programs will be run to perform data analysis and data refinement tasks prior to obtaining final results. These computer programs allow us to detect, isolate, and evaluate the contribution of all measurements to the final results.

Following data analysis and refinement will perform a simultaneous least square block adjustment of all measurements to obtain the final results. The block adjustment combines the mathematical constraints of the colinearity equations with rigorous statistical analysis to ensure accurate results.

2. Digital Data Collection for Planimetric Features

Digital data will be collected at a 1" = 50' scale for planimetric features that are identifiable on, or interpretable from, the aerial photographs. Map features to be collected for this scale of planimetric mapping shall include the following: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, individual trees, fire hydrants, manholes, catch basins, etc.

Digital planimetric data will be provided in the specified format. Stereo compilation will be performed using soft copy photogrammetric workstations. All stereo-compiled data will be collected directly from the softcopy photogrammetric workstations.

3. Digital Terrain Model (DTM) Development

All digital terrain model (DTM) files will be developed using soft copy photogrammetric workstations. DTM will be developed using the specified break line random point method. Profile distances will be based on the elevation differential and complexity of terrain. Data points along the profiles are collected as the stereoplotter operator maintains a consistent reference to the ground surface. The points are collected as the delta elevation changes by a



pre-specified amount, usually equivalent to the particular mapping scale, or at a distance equal to predetermined grid spacing.

DTM data will be collected in a manner that will accurately depict the terrain and will comply with the specified accuracy requirements for maps with 1' contour intervals. DTM data will be provided in a format compatible with State, Laredo District's computer software. All files will be labeled and delivered on specified medium.

#### 4. Edited Digital Contours

The Engineer will develop 1' contour intervals as specified above from DTM data. Contours will be generated using terrain-modeling software. A triangular irregular network (TIN) will be developed using both the collected break lines and mass points. From this TIN, the contours will be determined and cartographic editing will be performed. Edited contours will be provided in the Microstation format.

#### Digital Orthophoto Development

The Engineer will produce digital orthophotos of the project area. The rigorous "pixel-by-pixel" orthophoto rectification process will be used, as defined below.

1. The aerial film is scanned using a calibrated photogrammetric scanner to produce digital image files. Prior to orthophoto correction, the scanned images are checked on a workstation for completeness, cleanliness and image quality.
2. Interior orientation is performed whereby calibrated image fiducial marks are measured to establish a photo coordinate system.
3. Exterior orientation is performed whereby coordinates and angles representing camera position and attitude (exterior orientation) are determined by aerotriangulation. The exterior orientation facilitates transforming the photo coordinates to ground coordinates.
4. Differential rectification is performed using an algorithm that utilizes the elevation model in conjunction with the exterior orientation to correct displacement of ground features to resample the image producing a geo-referenced orthophoto.
5. Each digital orthophoto image is checked for accuracy on a workstation.
6. Orthophoto image files will have a 0.25' pixel resolution, and will be geographically referenced and delivered in Tiff with Tiff world files and "hmr" formats.

#### 5. Fill in void (obscure) areas, update DTM.

To compliment the Photogrammetry service with a Design Survey, refer to Field Survey for the following services to be provided.

Task: Establish Benchmark Circuit

Task: Establish Base Lines

Task: Ground Topography  
Task: Deliverables

#### **IV. DRAINAGE DETAILS**

The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section

##### **Task: Drainage Area Maps (FC: 161)**

The Engineer shall prepare a drainage area map for all the drainage areas for all culverts located within the project limits. The Engineer shall use the USGS Quad Maps to maintain the historical flow path or any other acceptable source that have to be approved by the State.

##### **Task: Hydrology Calculations (FC: 161)**

The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydrology calculations shall have the following:

- Hydrological Method used
- Drainage Area Number to corresponding culvert number, Size of Drainage Area,
- Cover of existing (i.e. include percentage of each cover to arrive at C, or CN)
- Design Frequency based on the functional classification, type of roadway, and any other information noted on the Hydraulic Manual, Roadway Design Manual, or any other TxDOT literature and guidelines. Include the intensity and/or Precipitation for 24-hr rainfall. If using the US Regression Equations, the Engineer shall include the Stream Slope and Channel Length.
- Time of concentration (i.e. sheet flow, overland flow, & channel flow).

##### **Task: Hydraulic Calculations (FC: 161)**

The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following:

- Description-Material, Size, & Entrance(headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

The Engineer shall design all ditches to assure the design discharge is capable of being contained within the size of the ditch and set depth and freeboard as indicated on the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual and other deemed necessary State approved manuals.

##### **Task: Culvert Layouts, Cross Sections, and Detail Sheets (FC: 161)**

The Engineer shall use the above-listed manuals to prepare and submit the work under this task.

##### **Task: Plan and Profile Sheet (FC: 161)**

The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The Engineer shall show the location of culverts and ditches on the roadway's plan view.

The Storm Sewer design shall have its own plan and profile sheets. The Engineer shall use the above-listed manuals to prepare and submit the work under this task.

**Task: Detention Basins (FC: 161)**

The Engineer shall show location of detention basins, service area, inflow and outflow structures. Separate detention basin sheets shall be provided including plans and cross-sections, weir structure, and structural details. The Engineer shall determine the right-of-way required for off-site detention areas. Hydraulic data such as detention storage, water surface elevation, peak flows in and out of basin, and pipe velocities. For each outfall, a minimum of one detention basin will be assumed, however, a total of 20 are included for man-hour projection.

**Task: Miscellaneous Details (FC: 161)**

The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

**Task: Standards (FC: 161)**

The Engineer shall identify and insert, as frequent as feasible, all applicable, current TxDOT standards. The States Laredo District Standards and/or miscellaneous details that have been approved for use at other Districts shall be signed, sealed, and dated by a Registered/Licensed Engineer in Texas for use in the Laredo District. The use of these details shall be approved during the early stages of design by the County and State's Project Manager/Area Engineer. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment.

**ELECTRONIC FILE DELIVERABLES**

The Engineer shall forward to the County and the State, three (3) sets of CD/DVDs or an external hard drive with all the files containing the information and layouts used to prepare the PS&E.

Each CD/DVD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specify FINAL
- Volume sequence (ie. Disk 1 of 3)

Each CD/DVD created shall have the standard directory structure, as follows:

CSJ\_DIR Structure (XXXXXXXX)  
ADV PLAN



ENV  
PROJ COORD  
ROW  
    Field Notes  
    Maps  
    Plats  
    Utility-SUE  
SCHEMATIC  
    Final  
    Preliminary  
  
SURVEY  
    Construction  
    Design  
CONSTR  
    CHG ORDERS  
    P3-SCH  
        Construction  
        Design  
CORRESPONDENCE  
    ADV PLAN  
    CONSTR  
    DESIGN  
    ENV  
    ROW  
        Division  
        Owners  
        SUE  
UTILITIES  
    AEP-Electric  
    Center Point-Gas  
    City-Waste Water  
        Eng-Firm  
    City-Water  
        Eng-Firm  
    Laredo MPO  
    Medina Coop-Electric  
    Other  
    SBC-ATT  
    Sponsor Agency  
    Time Warner-Cable  
    TxDOT-TMS  
DESIGN  
    BatchPlot  
    Bridge  
    Drainage  
    Estimate  
    Preliminary

- Final
- General
- GeoPak
- Misc
- Pavmt Design
- PS&E
- REF Files
- Roadway
  - Driveways
- Standards
- Bridge
- Drainage
- Illumination
  - Elec
- Pavmt Markers
- Retain Walls
- Roadway
- Signing
- SW3P
- TCP
- TMS
- Traff Signals
- Summaries
  - Excel
- TCP
  - Phase I
  - Phase II
- Traffic
- Walls
- Xsec
- DOCUMENTS
- MSTN\_File Structure
- OLD FILES

A "readme" file should be created and placed under the "documents" subdirectory. The readme file should be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as the CSJ, Limits of Construction, and Type of Improvements.

All CADDSEALS placed on finished documents are to remain on that document. Do not remove CADDSEALS. The file naming convention will be as shown below. Not all plan sets will have all of the listed sheets.

### **Sheet File Type Naming Convention**

Title Sheet \*TTL\*.DGN

Supplemental Index \*INDX\*.DGN  
General Notes & Spec. Data \*GNOT\*.DGN  
Estimate & Quantities \*E&Q\*.DGN  
Consolidated Summaries \*SUM\*.DGN  
Project Layout \*PRJLO\*.DGN  
Typical Sections \*TYP\*.DGN  
Traffic Control Plans \*TCP\*.DGN  
Horizontal Alignment Data \*HAD\*.DGN  
Bench Mark Data \*BM\*.DGN  
Table of Cross Slopes \*CS\*.DGN  
Plan & Profile Sheets \*PP\*.DGN  
Landscape Sheets \*LAND\*.DGN  
Irrigation Sheets \*IRRI\*.DGN  
Detail Sheets (any) \*DET\*.DGN  
Drainage Area Maps \*DA\*.DGN  
Hydraulic Data Sheets \*HD\*.DGN  
Storm Sewer Plan & Profiles \*SS\*.DGN  
Culvert Cross Sections \*CUL\*.DGN  
Water Quality Facilities \*WQ\*.DGN  
Retaining Wall Sheets \*RET\*.DGN  
Bridge Layouts \*BR\*.DGN  
Bridge Quantities/Bearing Seat Info \*BRQUAN\*.DGN  
SW3P Info Sheet \*SW3P\*.DGN  
Erosion Control (Temp & Perm) \*EC\*.DGN  
Signing Layouts \*SIGN\*.DGN  
Pavement Markers (incl. Delineation) \*PMLO\*.DGN  
Signalization Sheets \*SIG\*.DGN (including electrical service sheets)  
Illumination Sheets \*ILLI\*.DGN (including electrical service sheets)  
Roadway Cross Sections \*XS.DGN  
Master Design File \*MDF.DGN  
Alignment File \*ALN\*.DGN

Where an "\*" (wildcard) appears in the filename, the user is free to describe the file as they see fit as long as the required.

## DELIVERABLES

### I. ADVANCED PROJECT DEVELOPMENT DELIVERABLES

#### A. ENVIRONMENTAL DELIVERABLES

1. Preliminary EA (to be reviewed by Webb County Included in the City of Laredo EA and reviewed by the TxDOT Laredo District)
2. Draft EA #1 (to be reviewed by Webb County Included in the City of Laredo EA and reviewed by the TxDOT Laredo District)
3. Draft EA #2 (to be reviewed by Webb County Included in the City of Laredo EA and reviewed by the TxDOT Laredo District)Final EA (addresses FHWA comments)
4. Draft Environmental Decision Document(to be reviewed by Webb County Included in the City of Laredo EA and reviewed by the TxDOT Laredo District)



5. Final Environmental Decision Document (addresses TxDOT Laredo District and ENV comments)

### C. SURVEY DELIVERABLES

#### Field Surveying Deliverables

1. Field books, containing all information gathered in the field, this information shall be to the Engineer's Surveyor best knowledge, accurate and complete.
2. Original and a copy of the Horizontal and Vertical Control Survey Report, listing all horizontal points and vertical benchmarks with both datums, with signed and sealed sketches showing location and reference ties in the recover of said points in PDF format.
3. Project Horizontal and Vertical Control (11"x17") mylar sheets.
4. Right of Entry Letters
5. Two copies of the Electronic Files (TXT, 2D (Planimetric) and 3D (DTM) MicroStation files, Geopak TIN, and Geopak DAT files) containing survey information with proper identification and with the following data format x, y, and z (NAD83/93 coordinate system)
6. Planimetric: shall include all information gathered on the topographic survey

Provide a 1" = 40' scale Micro station electronic drawings in both 2D & 3D and all other files listed below on CD/DVD media. All files shall adhere to the following:

- a. Survey Data to be provided in MicroStation V8, Version 08.05.02.35 format.
- b. It shall be in English Units (US Survey feet).
- c. A hard copy of survey will also need to be provided, in PDF format.
- d. Elevations of all topo shots will be provided with corresponding point number on a separate level.
- e. Base maps shall be prepared in accordance to TxDOT standards for plan drawings, 11" x 17" plan format. Base map scale shall be 1" = 40". Minimum text size shall be a Leroy #8.
- f. 11" x 17" Survey control sheets on mylar film signed and sealed by a Registered Professional Land Surveyor (R.P.L.S.) in the state of Texas.
- g. Copies of Texas One-Call or Dig TESS locate confirmation request tickets and any other correspondence with individual utility providers.
- h. All topographic shots in 2D file will be provided with elevation, point number, node and descriptor on separate levels in the same text size.

#### List of Files needed:

(\*) In all file names listed below represents Primary Highway Name; i.e. "Highway"

- 1) TOPO (\*\_topo.dgn = 2D file)
- 2) DTM (\*\_dtm.dgn = 3D file)
- 3) ROW (\*\_row.dgn = 2D ROW file)
- 4) BM Sketches (\*\_SK.dgn = 2D)
- 5) BM-SKETCHES.PDF (PDF file of Signed & Sealed Recovery Sketches)
- 6) DAT (\*.dat = Geopak DAT file)
- 7) TIN (\*.tin = Geopak TIN file)
- 8) Ascii Text (\*.xyz = XYZ.txt file)

- 9) BM\_SURFACE-CONTROL LISTING (\*\_ADJSURF.SFT)
- 10)CONTROL (\*\_cntrl.dgn = 2D file)

### III RIGHT OF WAY DELIVERABLES

- a. Right of Entry letters

## SCOPE AND FEE SCHEDULE ASSUMPTIONS

### ADVANCED PROJECT DEVELOPMENT:

1. Only one public meeting and one public hearing to be held
2. Public meeting/public hearing court reporter to be provided by the County
3. The txDOT Laredo District has a VRS network
4. The project surveyors can utilize VRS in a two rover configuration
5. All environmental field surveys and investigations assume a maximum roadway width (with buffer) of 400 feet.
6. Preparation/Evaluation of three (3) alternatives options and a no build are assumed
7. Preparation of local option alternative (local sponsor projects) to develop project is not required
8. There will be no provision for bicycle facility/pedestrian coordination design
9. There will be no scheduling and attending of coordination meetings to fast track project
10. Only one (1) value engineering study for a 1 day duration will be assumed
11. The following Traffic services will not be required:
  - Illumination study
  - ITS study
  - Traffic Engineering study
  - Traffic Signal Warrants study
  - Sketch Level Traffic and Revenue study

### ENVIRONMENTAL:

1. Estimate losses and gains using a computer model is not included
2. Taking of field measurements of existing noise levels is not included
3. No wild and scenic river studies will be performed
4. No coastal barrier studies will be performed
5. No coastal zone impact studies will be performed
6. United States Coast Guard Section 9 Permit is not required
7. Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) is not required
8. No water body modifications and wildlife impact studies will be performed
9. No essential fish habitat studies will be performed
10. No potential displacements will be identified
11. Predictive models are not included in this scope
12. Wetland Delineations will not be performed
13. No Threatened and Endangered Species investigation will be done
14. No Survey for Protected Species Habitat will be performed
15. No beneficial landscaping studies will be performed
16. Survey shall be performed for T & E species on the Webb County TPWD and USFWS lists (no species specific surveys are anticipated)
17. No checking for presence of designated critical habitat will be performed



18. No Habitat analysis (Entire project area not just Threatened and Endangered Species) will be performed
19. No analysis of stream modifications (if any) and associated habitats will be performed
20. No invasive species studies will be performed
21. No determination of farmland impacts will be performed
22. No archeological studies will be performed
23. No archeological background studies will be performed
24. No archeological reconnaissance survey will be performed
25. No archeological intensive survey will be performed
26. No Identification of Native American tribes for consultation is included
27. Identification and seeking the views of local historical and archeological societies, county historical commissioners, and other individuals or organizations is not included
28. Reconnaissance Survey is not included
29. Intensive Survey is not included
30. Construction impact studies will not be performed
31. Environmental Document development project duration schedule assumed to be no longer than 9 months. Draft and Pre-Final or Final Environmental Document will be submitted within 9 months. Additional time will require supplemental to further develop or finalize environmental document.
32. It is assumed that one windshield survey will be scheduled and conducted. This scope of work does not include USACE 404 permitting. It is assumed that permitting under the Nationwide Permit 14 will be required for impacts to waters of the U.S. This scope of work does not include presence absence surveys for threatened and endangered species at the request of resource agency consultations. This scope of work does not include a hydrologic model or letter of map revision (LOMR) from the Federal Emergency management Agency. This scope of work does not include a pre-nesting bird survey prior to construction.
33. Air Quality Analysis includes a qualitative Mobile Source Air Toxics (MSAT) analysis. MSAT quantitative analysis is not included in this scope.
34. No detailed legal descriptions of property boundaries will be utilized. No interior inspections of structures will be completed. Historic land use will be limited to review of aerial photography. It is assumed landowners will not be potentially impacted by the project and no interviews will be conducted by members of the project team. Only sites of environmental concern within the 400' ROW and within the ASTM Standard search distances for the project area will be reviewed. Asbestos was banned in most friable building materials (spray-applied surfacing materials and thermal system insulation) in 1978. Physical inspection of the interior of buildings or the identification of asbestos containing materials will not be conducted. The scope of work does not include air, surface water, groundwater, lead-based paint, or polychlorinated biphenyl (PCB) sample collection or testing, nor does it include a title search.

**DRAINAGE:**

1. Wetland Mitigation will not be required
2. Sensitive Areas Investigation will not be required

3. Preparation of a Wetland Mitigation plan will not be required
4. The number of Drainage Outfalls is assumed to be 3, if number of outfalls increase; then the increase will be handled as a separate work authorization, increasing fee
5. Detention pond design is not included, if required, it will be handled as a separate work authorization, increasing fee
6. No Drainage or Construction Easements are included in this scope & fee
7. No Survey of Offsite Detention Ponds and/or Easements, etc. are included in this scope and fee

**ROADWAY:**

1. Txdot/County will provide all design working files in Microstation format for all plans of existing roadways. Txdot/County will provide all electronic files of computer runs (actual working data) of Winstorm for existing drainage
2. Sheet count (number of sheets) for PS&E Plan and Profile and Retaining Wall was determined by TxDOT and is assumed to be correct. If sheet count increases it will be determined to be a change in scope and the Engineer will be eligible for increase in fee.
3. Assume no schematic changes will be required after commencing PS&E; if changes occur, Engineer will require additional fee
4. No Traffic Management System design is required
5. Cross sections to be provided on roll plots and not on plan sheets
6. Raised Median design is not required
7. Fencing design is not required
8. Bus Bay design is not required
9. Parking Areas design is not required
10. Landscaping/Irrigation design is not required

Contract No.



EXHIBIT C  
 SUMMARY OF FEE SCHEDULE FOR PHASE I (ADVANCED PROJECT DEVELOPMENT SERVICES) SUPPORTING LUMP SUM CALCULATION VIA No. 1 to WA NO. 2  
 PHASE II

Contract No. \_\_\_\_\_

DETAILED FEE SCHEDULE

Hachar Roadway - Reuthinger Tract

PHASE I - ADVANCED PROJECT DEVELOPMENT SERVICES

*Provide Advanced Project Development Services, Develop Separate Schematic, Environmental Assessment, Public Involvement, Drainage Studies, Culvert Sizing for Reuthinger Section of Hachar Roadway*

*from Approximately 0.1 miles east of Beltway Parkway to I-35 west frontage road*

PHASE I SUMMARY

PHASE I - ADVANCED PROJECT DEVELOPMENT SERVICES SUMMARY BY FUNCTION CODES

Function Codes	PRIME		DBE		DBE		DBE		NON-DBE	
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee
Dannennaum Engineering Corporation			Arredondo, Zepeda & Brunz, LLC		Blanton		Aerial Data Services, Inc.		Gilpin Engineering Company	
FC 102 Feasibility Studies	363	\$ 39,241.86	825	\$ 115,133.60						
FC 110 Route and Design Studies										
FC 120 Social, Economic and Environmental Studies and Public Involvement	380	\$ 47,299.08	384	\$35,084.00					6	\$ 838.11
FC 130 Right of Way Data									164	\$ 22,331.43
FC 150 Field Surveying	144	\$ 15,296.56								
FC 161 Drainage										
Direct Expenses				\$ 1,551.53		\$3,205.00				
<b>Total</b>	<b>887</b>	<b>\$ 101,837.50</b>	<b>825</b>	<b>\$ 115,685.13</b>	<b>384</b>	<b>\$ 38,289.00</b>	<b>0</b>	<b>\$ 20,000.00</b>	<b>170</b>	<b>\$ 23,169.54</b>
<b>Percent Participation</b>			<b>33.95%</b>		<b>38.50%</b>		<b>12.76%</b>		<b>6.67%</b>	
<b>7.72%</b>										

% PARTICIPATION =

NON-DBE \$	125,007.04	41.67%
DBE \$	174,974.13	58.33%
<b>TOTAL \$</b>	<b>299,981.17</b>	<b>100.00%</b>

NO. OF DWGS	SHEET	SPECIAL SERVICES TASK DESCRIPTION	Principal/PM	Senior Engineer-Civil	Senior Engineer-Bridge	Senior Designer	CAAD Operator/Tech	Clerical	Total Labor Hrs.	Task Cost
		FC 110 - PRELIMINARY DESIGN							0	\$ -
		<b>PROJECT MANAGEMENT/PUBLIC INVOLVEMENT - (Included in base contract)</b>							0	\$ -
		PROJECT LAYOUT/SCHEMATIC DESIGN (ULTIMATE 6 LN FREEWAY/PH 1 - 5 LN)		24		40	160		224	\$ 23,028.00
		DEVELOP GEOPAK CROSS SECTIONS		4		36	16		0	\$ 6,076.08
		9 - EXISTING & PROP TYPICAL SECTIONS - (Included in base contract)							0	\$ -
		9 - PRELIMINARY ESTIMATE & QUANTITIES		1	4	12	24		41	\$ 4,409.74
		9 - PRELIMINARY SUMMARY OF ROADWAY QUANTITIES		4		12	16		32	\$ 3,516.72
		3 - PRELIMINARY SUMMARY OF CULVERT QUANTITIES		2		4	4		10	\$ 1,211.32
0		<b>SUB-TOTAL - FC 110 - PRELIMINARY DESIGN</b>	0	35	4	100	220	0	363	\$ 35,241.86
		<b>HOURS SUB-TOTALS</b>	0	35	4	104	220	0	363	
		<b>LABOR RATE PER HOUR</b>	\$ 327.83	\$ 225.50	\$ 225.50	\$ 105.64	\$ 83.44	\$ 64.89		
		<b>DIRECT LABOR COSTS</b>	\$ -	\$ 7,892.50	\$ 902.00	\$ 11,090.56	\$ 18,356.80	\$ -	\$ 38,241.86	
		<b>TOTAL</b>	\$ -	\$ 7,892.50	\$ 902.00	\$ 11,090.56	\$ 18,356.80	\$ -	\$ 38,241.86	
		<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	0.00%	20.64%	2.36%	29.00%	48.00%	0.00%	100.00%	
		<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	0.00%	9.64%	1.10%	28.65%	60.61%	0.00%	100.00%	
0		<b>TOTAL SPECIAL SERVICES</b>	0	35	4	104	220	0	363	\$ 35,241.86
<b>TOTAL DANNENBAUM DIRECT EXPENSES (FROM BELOW)</b>										
<b>DIRECT EXPENSES</b>										
		PLOTS (BW ON BOND) \$1.00/LINEAR FOOT (75 FT/PLOT X 5 PLOTS)								\$ -
		PLOTS (COLOR ON BOND) \$2.00/LINEAR FOOT (75 FT/PLOT X 10 PLOTS)								\$ -
		COLOR GRAPHICS ON FOAM BOARD (\$5.00/SF) (3'x5'x 10 Ea)								\$ -
		<b>TOTAL DIRECT EXPENSES</b>								\$ -
<b>ASSUMPTIONS</b>										
8. No Roadway Drainage										

- Set 14 Aerial Targets
- Roadway is designed as Asphalt Road with open ditches, cross culverts only

NO. OF DWGS	SHEET	SPECIAL SERVICES TASK DESCRIPTION	Principal/PM	Senior Engineer-Civil	Senior Engineer-Bridge	Senior Designer	CADD Operator/Tech	Clerical	Total Labor Hrs.	Task Cost
		3. Number of outfalls = 3 culverts. An increase, then increase will be handled as separate Work Authorization 4. Detention Pond design is not included. If required, will be handled as a separate Work Authorization 5. Detention Pond design is not included. If required, will be handled as a separate Work Authorization 6. No FEMA Submittals 7. No LOMR (FEMA-Letter of Map Revision) or CLOMR (FEMA-Conditional Letter of Map Revision) included. Will be handled as separate Work Authorizations								



TASK DESCRIPTION	Senior Engineer-Civil	Engineer	Senior Designer	CADD Operator/Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost
<b>SPECIAL SERVICES (FC 161)</b>								
<b>PRELIMINARY HYDROLOGIC ANALYSIS</b>								
<b>TASK DESCRIPTION</b>								
<b>DRAINAGE IMPACT ANALYSIS</b>								
DATA COLLECTION/ SITE VISITS		8		8				\$ 1,724.24
COMPUTE ON-SITE DRAINAGE AREAS		16		16				\$ 3,448.48
COMPUTE ON-SITE PEAK FLOWS FOR EXISTING CONDITIONS		16		16				\$ 3,448.48
COMPUTE ON-SITE PEAK FLOWS FOR PROPOSED CONDITIONS		16		16				\$ 3,448.48
DEVELOP RUNOFF HYDROGRAPH FOR EXISTING AND PROPOSED CONDITIONS		16						\$ 2,113.44
COMPUTE PRELIMINARY DETENTION STORAGE BASED ON HYDROGRAPH DIFFERENCES		8						\$ 1,056.72
SELECT DETENTION LOCATION AND SIZE BASED ON PRELIMINARY DETENTION STORAGE		8						\$ 1,056.72
<b>SUB-TOTAL -</b>	0	56	0	56	0	144		\$ 16,296.56
<b>TOTAL DIRECT EXPENSES (FROM BELOW)</b>								\$ 0.00
<b>TOTAL - INCLUDING DIRECT EXPENSES</b>								\$ 16,296.56
<b>TOTAL</b>								
HOURS SUB-TOTALS	0	88	0	56	0	144		
LABOR RATE PER HOUR	\$ 225.50	\$ 132.09	\$ 106.64	\$ 83.44	\$ 64.89			
DIRECT LABOR COSTS	\$ -	\$ 11,623.92	\$ -	\$ 4,672.64	\$ -	\$ 16,296.56		
TOTAL	\$ -	\$ 11,623.92	\$ -	\$ 4,672.64	\$ -	\$ 16,296.56		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	71.33%	0.00%	28.67%	0.00%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	61.11%	0.00%	38.89%	0.00%	100.00%		\$ 16,296.56
<b>DIRECT EXPENSES</b>								
CAR RENTAL - \$90 / TRIP X 3 TRIP								
PER DIEM - \$121 /NIGHT STAY X 2 PERSON X 3 NIGHT (\$85 hotel/\$36 meals)								
<b>TOTAL DIRECT EXPENSES</b>								
								\$ -

**ASSUMPTIONS:**  
 1. Number of outfalls 3 = culverts, 1 bridge. If number of outfalls increase; then increase will be handled as separate work authorization  
 2. Detention Pond design is not included, if required, will be handled as a separate Work Authorization  
 3. No LOMAR or CLOMER Included. Will be handled as separate Work Authorizations

Attachment A-1  
 Fee Schedule for Engineering Svcs Supporting Umpo Sum Calculations  
 Hocher 1p - 9p | From 0.1 miles east of Beltway Parkway to I-35 frontage  
 Partial Adv Planning/Schem/Env

MAXIMUM AMOUNT PAYABLE

PHASE I - ADVANCED PROJECT DEVELOPMENT SERVICES  
 ENVIRONMENTAL ASSESSMENT  
 Danneberg Self Perform

PHASE I

SPECIAL SERVICES (FC 120)  
 ENVIRONMENTAL SERVICES  
 TASK DESCRIPTION

TASK DESCRIPTION	Project Engineer (IV)	Project Engineer (IV)	Civil Engineer	Scientist (Community Impact)	Scientists (Env. Review)	Scientists (Env. Review)	Scientist (Haz. Material Review)	Civil Engineers (Air Quality)	Civil Engineer (Noise Analysis)	CADD Technician	Administrative/Clerical	Total LABOR HOURS	Task Cost
III. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT													
FC.120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT													
• PREPARE ENVIRONMENTAL REPORT - ENVIRONMENTAL ASSESSMENT													
• CONDUCT PUBLIC INVOLVEMENT													
• CONDUCT CULTURAL RESOURCE INVESTIGATION													
• CONDUCT HAZARDOUS MATERIALS INVESTIGATION/REVIEW OF EXISTING INFORMATION													
• CONDUCT NOISE AND AIR QUALITY INVESTIGATION/REVIEW OF EXISTING INFORMATION													
• CONDUCT SOCIAL-ECONOMIC INVESTIGATION/REVIEW OF EXISTING INFORMATION													
• CONDUCT GEOLOGY REVIEW													
GEOLOGY REVIEW													
PROJECT MANAGEMENT													
PROJECT MANAGEMENT AND DOCUMENT PREPARATION (by Danneberg)													
A2B COORDINATION													
COORDINATION WITH TADOT (by Danneberg)													
CONTRACT ADMINISTRATION (by Danneberg)													
TEAM MEETINGS IN LAREDO (FIVE MEETINGS)					22						0	0	
EA PREPARATION (by Danneberg)													
PRELIMINARY REPORT PREPARATION RESPONSE (by Danneberg)	18	0		14								0	4,553.54
EXHIBIT FIGURES/COORDINATION FIGURES PROVIDED BY DANNEBERG	4	0		8								0	
PERMIT IDENTIFICATION (ACTUAL PERMITS NOT INCLUDED)													
GIS/APPLIC (figures provided by Danneberg)													
DRAFT REPORT PREPARATION RESPONSE (by Danneberg)	8	32		12								34	9,472.28
FINAL REPORT PREPARATION RESPONSE (by Danneberg)	6	20		12								18	4,070.48
PERMIT IDENTIFICATION (ACTUAL PERMITS NOT INCLUDED)	2	8		8								10	1,138.56
FINAL ENV. DECISION DOCUMENT (by Danneberg)													
QUALITY ASSURANCE/QUALITY CONTROL (by Danneberg)	15	4										18	2,592.68
SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES													
EXISTING FIELD DATA REVIEW													
NEED AND PURPOSE													
TRAFFIC AND CRASH DATA REVIEW/ANALYSIS													
DOCUMENTATION													
ALTERNATIVES ANALYSIS (by Danneberg)													
PLANNING DOCUMENTS, STIP, MTP, FUNDING REVIEW (by Danneberg)													
ALTERNATIVES DEVELOPMENT WRITE-UP & DESCRIPTIONS (by Danneberg)													
SOCIOECONOMIC REVIEW OF EXISTING INFORMATION													
FIELD DATA COLLECTION/WINGSIELD SURVEY ONLY (TWO VISITS)													
POPULATION AND EMPLOYMENT ANALYSIS													
EMPLOYMENT AND BUSINESS EFFECTS													
LAND USE AND RESOURCES DISPLACEMENTS AND EFFECTS													
LAND USE AND DEVELOPMENT REVIEW													
AIR QUALITY													
NOISE													
EXISTING CONDITIONS TRAFFIC NOISE MODELING													
DESIGN YEAR CONDITIONS TRAFFIC NOISE MODELING													
BARRIER ANALYSIS													
PREDICTED SOUND LEVELS AT UNDEVELOPED LANDS													
PREPARE NOISE IMPACT ASSESSMENT													
QA/QC													
BIOLOGICAL AND WATER RESOURCES (review of existing environmental documents)													
FIELD SURVEYS													
REVIEW SUMMARY													
SOILS/ WETLANDS REVIEW													
GEOLOGY REVIEW													



Attachment A-1  
 Fee Schedule for Engineering Svcs Supporting Lump Sum Calculations  
 Haber Up - Ph 1 From 0.1 mile east of Beltway Parkway to I-35 frontage  
 Partial Adv Planning/Schem/Env

Task Description	Project Engineer (IV)	Project Engineer (IV)	Civil Engineer	Scientist (Community Impact)	Scientist (Env. Review)	Scientist (Env. Review)	Scientist (Baz. Review)	Civil Engineer (Alt. Quality)	Civil Engineer (Analysis)	CADD Technician	Administration/Clerical	Total LABOR HOURS	Task Cost
<b>SPECIAL SERVICES (FC 120) ENVIRONMENTAL SERVICES TASK DESCRIPTION</b>													
CULTURAL & HISTORICAL RESOURCES													
GEOTECHNICAL ANALYSIS AND COORD.													
CONSTRUCTION IMPACTS													
HAZARDOUS MATERIALS REVIEW													
ENVIRONMENTAL RECORDS REVIEW													
SITE VISIT													
ADJACENT LAND USE													
INTERVIEWS (Invo)													
REPORT PREP/COMMENT RESPONSE													
INDIRECT AND CUMULATIVE IMPACTS													
REVIEW PLANNING DOCUMENTS													
PREPARE MPO/CITY QUESTIONNAIRE													
MEETING WITH MPO AND CITY													
COLLECT DATA, DOCUMENT, AND SUMMARIZE MEETINGS													
MPO/CITY FOLLOW-UP													
REVIEW RESOURCE IMPACTS PREVIOUSLY PREPARED													
COORDINATION													
GRANTEE													
PUBLIC INVOLVEMENT FOUR MEETINGS													
<b>TOTAL SPECIAL SERVICES AND ENVIRONMENTAL SERVICES AND PUBLIC INVOLVEMENT</b>	70	108	0	46	32	0	0	0	0	70	54	380	
<b>HOURS SUB-TOTALS</b>	70	108	0	46	32	0	0	0	0	70	54	380	
<b>LABOR RATE PER HOUR</b>	\$ 142.37	\$ 142.37	\$ 134.42	\$ 142.37	\$ 142.37	\$ 142.37	\$ 142.37	\$ 134.42	\$ 134.42	\$ 102.07	\$ 67.48	\$ 47,299.08	
<b>DIRECT LABOR COSTS</b>	\$ 9,955.90	\$ 15,375.96	\$ -	\$ 6,549.02	\$ 4,555.84	\$ -	\$ -	\$ -	\$ -	\$ 7,207.50	\$ 3,644.48	\$ 47,299.08	
<b>TOTAL</b>	\$ 9,955.90	\$ 15,375.96	\$ -	\$ 6,549.02	\$ 4,555.84	\$ -	\$ -	\$ -	\$ -	\$ 7,207.50	\$ 3,644.48	\$ 47,299.08	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	21.07%	32.63%	0.00%	13.85%	8.63%	0.00%	0.00%	0.00%	0.00%	16.24%	7.71%	100.00%	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	10.42%	28.42%	0.00%	12.11%	8.42%	0.00%	0.00%	0.00%	0.00%	18.42%	14.21%	100.00%	
<b>DIRECT EXPENSES</b>	Rate	Unit	Amount										
Historiographical													
81/2X11 copies (copy) by Dammertbaum	\$	each	2,680										
11X17 copies (copy) by Dammertbaum	\$	each	19,500										
11X17 copies (copy) by Dammertbaum	\$	each	3,800										
Mileage (8 RT)	\$	miles	6,000										
Auto Travel	\$	Each	8										
Hotel	\$	each	31										
Per Diem	\$	day	41										
Rental Car	\$	day	297										
Fuel for Rental Car	\$	gallons	102										
Overnight Carrier Cost (Labor Size)	\$	each	13										
Overnight Carrier Cost (Overstayed Box)	\$	each	1										
Ream Database Search	\$	each	0										
GPS Daily Use Fee	\$	day	0										
Carport Fee (Architect)	\$	drawer	0										
Field Supplies (Architect/Mapping)	\$	day	0										
<b>TOTAL DIRECT EXPENSES</b>	\$		0										
<b>TOTAL ENVIRONMENTAL SERVICES ASSUMPTIONS:</b>													
Environmental Services to Be Performed as Summarized in the Summary of Hours.													
Services not provided include NONE or NOT INCLUDED. Dammertbaum will develop tasks as described in the summary of hours and in this section.													
Obtain right of entry to perform environmental services (Dammertbaum)													
Develop letters or other materials for seeking right of entry (Dammertbaum)													
Public involvement activities: AZRS will prepare materials for environmental impacts of public meeting. Dammertbaum will provide roadway & technical info													
Develop public involvement letter - email developed													
Compile and maintain meeting log (Dammertbaum)													

**Special Provisions:**  
 Management and Coordination

Environmental Document development project duration schedule assumed to be no longer than 9 months. Draft and Pre-Final or Final Environmental Document will be submitted within 9 months. Additional time may be required to complete the Environmental Document development project. The Environmental Document development project schedule and coordination with agencies for FONSI if supplemental is not excluded. Assumes 1-hour conference call attendance by one Subconsultant staff, once a week for project duration.

Literature Review and Secondary Data Collection  
 Data collection to consist of two site visits for 5 days to collect data (includes meetings with TxDOT to obtain copies of Feasibility Study, EA, CE, DOIS, review TxDOT project file.). It is assumed that the prime consultant will provide a list of adjacent property owners, obtain and provide ROE for all necessary environmental field surveys.

Natural Resources



Project Engineer (IV)	Project Engineer (IV)	Project Engineer (IV)	Scientist (Community Impact)	Scientist (Env. Review)	Scientist (Env. Review)	Civil Engineer (Air Quality)	Civil Engineer (Noise Analysis)	CADD Technician	Administrative/Clerical	Total LABOR HOURS	Task Cost
<p><b>SPECIAL SERVICES (FC 120)                      ENVIRONMENTAL SERVICES                      TASK DESCRIPTION</b></p>											
<p>Make arrangements for public meeting (Damenbaum)</p>											
<p>Provide two staff members to attend one Public Meeting and one Public Hearing.</p>											
<p>AZAS will develop summary of public meeting and responses to comments</p>											
<p>Make arrangements for public hearing (Damenbaum)</p>											
<p>Provide one staff member to attend a public hearing.</p>											
<p>Develop comment and response report, summary and analysis and other information from public hearing (Damenbaum)</p>											
<p>Develop and send acknowledgment/ response letters to commenters (Damenbaum)</p>											
<p>Develop, publish, and distribute newsletter (Damenbaum)</p>											
<p>Develop and maintain web site (Damenbaum)</p>											
<p>Analyze of social and economic impacts, including identify and evaluate social and economic impacts.</p>											
<p>Identify project impacts and feasible adjacent to the roadway project</p>											
<p>Identify potential displacements</p>											
<p>Perform public contact and public involvement to gather information from individuals and communities regarding social impacts (by phone or mail)</p>											
<p>ESDISE THE ISSUES AND PARTS TO BE REVIEWED</p>											
<p>Generate issues and parts using a computer model (NOT INCLUDED)</p>											
<p>Identify current and anticipated land uses with surveys and land use plans</p>											
<p>Incorporate subdivision plans into identification of current and anticipated land use.</p>											
<p>Evaluate travel modes and patterns. Evaluation also shall incorporate:</p>											
<p><b>Re-usable models (NOT INCLUDED)</b></p>											
<p>Observation</p>											
<p>Public contact</p>											
<p>Identify and evaluate the potential for impacts to disabled and elderly individuals and populations</p>											
<p>Perform environmental justice analysis</p>											
<p>Perform indirect and cumulative impact studies</p>											
<p>Identify considerations impacting pedestrians and bicycles</p>											
<p>Perform air quality analysis to include a qualitative MSAT analysis</p>											
<p>Perform a traffic noise analysis. The noise analysis also shall include:</p>											
<p><b>Cultural Resources</b>                      Windshield survey will be conducted by Slonin and Associates</p>											
<p><b>FIELD SURVEYS AND ENVIRONMENTAL INVESTIGATIONS</b>                      Existing field surveys will be reviewed for the proposed new right of way and additional buffer area for survey is no greater than 400 feet in width.</p>											
<p><b>Alternatives</b>                      Assume no build and widening near roadway with two options at the northeast portion of the project as depicted in August conceptual map of project.</p>											
<p><b>Public Involvement:</b>                      Damenbaum will arrange public meetings and hearings. AZAS will provide technical support at public meetings and hearings (up to 4 meetings). AZAS will prepare technical exhibits for public hearing/hearings related to environmental issues. One professional of the Subcontractor will attend one public meeting and one public hearing. Each is assumed to require 10 hours per meeting/hearing for travel, attendance, and related coordination. Expenses will not be responsible for the preparation of any materials for display or presentation at the meetings, other than contract deliverables.</p>											
<p><b>Air Quality:</b>                      Air Quality Analysis includes a qualitative Mobile Source Air Toxics (MSAT) analysis. MSAT quantitative analysis is not included in this scope.</p>											
<p><b>Noise:</b>                      The prime shall provide the latest aerial maps, topography files, contour data, hourly volumes (if available), truck percentage, and information on permitted developments (if any). The prime shall provide future hourly volumes, truck percentage by roadway facility, roadway profiles, alignment, finished grades, and cross sections. The prime shall provide ground elevation of the proposed barrier. Field noise measurement is not included in this scope and contract.</p>											
<p><b>Hazardous Materials/Phase I ESA</b>                      No detailed legal descriptions of property boundaries will be utilized. No interior inspections of structures will be completed. Historic land use will be limited to review of aerial photography. It is assumed landowners will not be potentially impacted by the project and no interviews will be conducted by members of the project team. Only sites of environmental concern (EPC) will be included in the Phase I ESA and general site inspection will be performed. The prime shall provide a Phase I ESA report for all sites included in the Phase I ESA. The Phase I ESA shall include and meet the minimum requirements of the Texas Health Code, Chapter 171, Subchapter C, Section 171.104, and the Texas Health Code, Chapter 171, Subchapter C, Section 171.105. Physical inspection of the interior of buildings at the identification of asbestos containing materials will not be conducted. The scope of work does not include air, surface water, groundwater, lead-based paint, or polychlorinated biphenyl (PCB) sample collection or testing, nor does it include a title search.</p>											
<p><b>Socioeconomics</b>                      Only windshield surveys will be conducted. No door-to-door, mailer, or phone surveys will be conducted to obtain information from residence or business owners.</p>											
<p><b>Section 4(f) Evaluation</b>                      This scope and contract includes necessary coordination, analysis, and documentation related to a de minimis finding only. No avoidance alternatives development or analysis, or Section 4(f) statement preparation is included.</p>											
<p><b>Environmental Decision Document:</b></p>											

Project Engineer (IV)	Project Engineer (IV)	Civil Engineer	Scientist (Community Impact)	Scientist (Env. Review)	Scientist (Env. Review)	Scientist (Haz. Material Review)	Civil Engineer (Air Quality)	Civil Engineer (Noise Analysis)	CADD Technician	Administrative/Clerical	Total LABOR HOURS	Task Cost
<p><b>SPECIAL SERVICES (FC 120) ENVIRONMENTAL SERVICES</b>                      TASK DESCRIPTION</p> <p>Perform wetland delineations                      Perform wild and scenic river studies (NOT REQUIRED)                      Perform floodplain impact studies (By Diermebaum)                      Perform coastal barrier studies (NOT REQUIRED)                      Perform coastal zone impact studies (NOT REQUIRED)</p> <p>United States Coast Guard Section 9 Permit (NOT REQUIRED)                      Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) (NOT REQUIRED)                      Perform water body modifications and wildlife impact studies                      Threatened and endangered species                      Survey for protected species habitat                      Survey shall be performed for 1 &amp; 2 species on the El Paso County TPWD and USFWS lists (no species specific surveys are required)                      Check for presence of designated critical habitat                      Habitat analysis (Entire project area not just Threatened and Endangered Species)                      Analysis of stream modifications (if any) and associated habitats</p> <p>Early coordination with United States Fish and Wildlife Service (USFWS) / Texas Parks and Wildlife Department (TPWD) (Indicate which) (coordination with both USFWS and TPWD)                      Perform invasive species studies                      Perform essential fish habitat studies (NOT INCLUDED)                      Perform beneficial landscaping studies (NONE)                      Determine farmland impacts (NONE)                      Perform hazardous materials studies                      Archeological studies                      Perform archeological background studies                      Perform archeological reconnaissance survey                      Perform an archeological intensive survey                      Identify Native American sites for consultation                      Identify and seek the views of consulting parties (NOT INCLUDED)                      Identify and seek the views of local historical and archeological societies, county historical commissions, and other organizations or organizations</p> <p>Perform early coordination with the State Historic Preservation Office (SHPO)                      Historic Resource Studies: Consultant will prepare the Pre-coordination Request (PCR) form                      Reconnaissance Survey                      Intensive Survey                      Perform visual impact studies                      Perform construction impact studies                      Perform Section 4(f) evaluations                      Perform services as summarized in the summary of hours above</p> <p>Alternatives to be considered:                      A. No build                      B. Alignment Alternatives</p>												
<p>The Subconsultant shall prepare a draft environmental decision document for review by ENV and a final environmental decision document for approval by FHWA. The decision document will succinctly summarize the prime aspects of the project that influence FHWA's environmental decision. At a minimum the decision document shall include a brief description of the project (including project location and termini), a summary of the Need and Purpose statement, an explanation of why the preferred alternative was chosen over the no build alternative studied, a listing of anticipated impacts from the preferred alternative, a summary of all the proposed mitigation actions (if any) for the project impacts, and a justification as to why the impacts of the project are not considered significant. The environmental decision document shall be prepared in accordance with the February 20, 2009 memorandum from the FHWA Texas Division. One hardy copy deliverable will be submitted to Diermebaum to copy document and provide copies to stakeholders, agencies, client, etc.</p>												
<p><b>Deliverables:</b></p> <p>The Subconsultant shall conduct an internal quality assurance and quality control review on each deliverable before it is submitted to the client. Copies for each deliverable are submitted and reviewed by TxDOT. The Subconsultant shall revise and resubmit the deliverables to address all comments received from Environmental Affairs Division, TxDOT, Laredo District and the Federal Highway Administration.</p> <p>Assume classification (after results in Environmental Assessment document and project obtains FONSI).</p>												
<p>Copies of the Draft and Final Environmental Assessment for FHWA review will be printed double sided. Subconsultant is not responsible for distribution/printing of Draft or Final Environmental Assessments.</p>												



Attachment A-1  
 File Schedule for Engineering Sect Supporting Lump Sum Calculations  
 Kuchar up - PH1 from 0.1 miles east of Bolivar Parkway to I-95 frontage  
 Partial Air Planning/Screen/Env

**DRAFT**

MAXIMUM AMOUNT PAYABLE

PHASE I - ADVANCED PROJECT DEVELOPMENT SERVICES  
 ENVIRONMENTAL ASSESSMENT

AZB, LLC  
 Hachar Loop Phase II, 3.5 MILES

PHASE I

TASK DESCRIPTION	Project Engineer (IV)	Project Engineer (IV)	Civil Engineer	Scientist (Cost by Impact)	Scientist (Env. Rev./cm)	Scientist (Env. Review)	Scientist (Haz. Material Review)	Civil Engineer (Air Quality)	Civil Engineer (Noise Analysis)	CADD Technician	Administrative/Clerical	Total LABOR HOURS	Task Cost
<b>SPECIAL SERVICES (FC 120) ENVIRONMENTAL SERVICES</b>													
<b>III. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT</b>													
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT													
• PREPARE ENVIRONMENTAL REPORT - ENVIRONMENTAL ASSESSMENT													
• CONDUCT PUBLIC INVOLVEMENT													
• CONDUCT CULTURAL RESOURCE INVESTIGATION													
• CONDUCT HAZARDOUS MATERIALS INVESTIGATION/REVIEW OF EXISTING INFORMATION													
• CONDUCT NOISE AND AIR QUALITY ANALYSIS													
• CONDUCT ECOLOGICAL INVESTIGATION/REVIEW OF EXISTING INFORMATION													
• CONDUCT SOCIAL/ECONOMIC INVESTIGATION/REVIEW OF EXISTING INFORMATION													
SCOPED TASKS WITH NO HOURS ARE HACHAR LOOP PH. I (5 MILES) TASKS													
PROJECT MANAGEMENT AND DOCUMENT PREPARATION (by Dannerbaum)													
PROJECT MANAGEMENT AND DOCUMENT PREPARATION (by Dannerbaum)													
AGS COLLECTION (by Dannerbaum)													
CONTRACT ADMINISTRATION (by Dannerbaum)													
TEAM MEETING IN LAREDO (FIVE MEETINGS)													
EA PREPARATION (by Dannerbaum)													
PRELIMINARY REPORT PREP/COMMIT RESPONSE (by Dannerbaum)													
EXHIBITS/FIGURES/COORDINATION (figures provided by Dannerbaum)													
PERMIT IDENTIFICATION ACTUAL PERMITS NOT INCLUDED													
GEOGRAPHICS (figures provided by Dannerbaum)													
DRAFT REPORT PREP/COMMIT RESPONSE (by Dannerbaum)													
FINAL REPORT PREP/COMMIT RESPONSE (by Dannerbaum)													
11-PAGE TDDOT FORM (by Dannerbaum)													
DRAFT ENV. DECISION DOCUMENT (by Dannerbaum)													
FINAL ENV. DECISION DOCUMENT (by Dannerbaum)													
QUALITY ASSURANCE/QUALITY CONTROL (by Dannerbaum)													
SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES													
EXISTING FIELD DATA REVIEW (2 site visits)				32	32							64	9,111.68
NEED AND PURPOSE													
TRAFFIC AND CRASH DATA REVIEW/ANALYSIS													
DOCUMENTATION													
AIR EMISSIONS ANALYSIS (by Dannerbaum)													
ALTERNATIVES DEVELOPMENT SYSTEMS (TRF) FINDING REVIEW (by Dannerbaum)													
ALTERNATIVES DEVELOPMENT WRITE-UP & DESCRIPTIONS (by Dannerbaum)													
SOCIOECONOMIC REVIEW OF EXISTING INFORMATION													
FIELD DATA COLLECTION / WINDSHIELD SURVEY ONLY (TWO VISITS)				32	32					14		46	9,111.68
POPULATION AND EJ ANALYSIS	16											16	3,719.50
EMPLOYMENT, TAX, AND BUSINESS EFFECTS	15											15	2,277.82
COMMUNITY AND RESIDENTIAL DISPLACEMENTS AND EFFECTS	8											8	1,075.39
LAND USE AND DEVELOPMENT REVIEW	16											16	4,276.32
AIR QUALITY	8							40				48	5,879.54
NOISE													
EXISTING CONDITIONS TRAFFIC NOISE MODELING	20											20	6,183.32
DESIGN YEAR/CONDITIONS TRAFFIC NOISE MODELING	23											23	3,494.92
BARRIER ANALYSIS													
PREDICTED SOUND LEVELS AT UNDEVELOPED LANDS													
PREPARE NOISE IMPACT ASSESSMENT	1											1	127.50
SOLOGICAL AND WATER RESOURCES (review of existing environmental documents)	34											34	5,879.54
FIELD SURVEY (2 site visits)				32	32							64	9,111.68
REVIEW SUMMARY						24						24	3,416.89



Attachment A-2  
 Fee Schedule for Engineering Svcs Supporting Lums Sum Calculations  
 Michan Ln - Ph 1 From 0.1 miles east of Babney Parkway to I-85 frontage  
 Partial Adv Planning/Schematic

TASK DESCRIPTION	Project Engineer (F)	Project Engineer (M)	Civil Engineer	Scientist (Community Impact)	Scientist (Env. Review)	Scientist (Haz. Material Review)	Civil Engineer (Air Quality)	Civil Engineer (Analyses)	CADD Technician	Administration/ Clerical	Total LABOR HOURS	Task Cost
<b>SPECIAL SERVICES (FC 120) ENVIRONMENTAL SERVICES</b>												
SOILS AND FARMLANDS review					40				8		48	\$ 6,316.56
GEOLOGY review					24						24	\$ 3,416.88
CULTURAL & HISTORICAL (BY OTHERS) RESOURCES REVIEW											0	\$ -
SECTION 4(F)(3)(F) ANALYSIS AND COORD.				32	18						48	\$ 6,316.88
CONSTRUCTION IMPACTS				24							24	\$ 3,416.88
HAZARDOUS MATERIALS REVIEW				24							24	\$ 3,416.88
ENVIRONMENTAL RECORDS REVIEW				20	12						32	\$ 4,181.76
SITE VISIT					16						16	\$ 2,177.92
ADJACENT LAND USE											0	\$ -
INTERVIEWS (non)											0	\$ -
INTERVIEW PREPARATION RESPONSE											0	\$ -
INSPECT AND CUMULATIVE IMPACTS											0	\$ -
REVIEW PLANNING DOCUMENTS											0	\$ -
PREPARE MPO/CITY QUESTIONNAIRE											0	\$ -
MEETINGS WITH MPO AND CITY											0	\$ -
COLLECT DATA, DOCUMENT, AND SUMMARIZE MEETINGS											0	\$ -
MPO/CITY FOLLOW-UP											0	\$ -
REVIEW RESOURCE IMPACTS PREVIOUSLY PREPARED											0	\$ -
DOCUMENTATION											0	\$ -
GRAPHICS SUPPORT											0	\$ -
PUBLIC INVOLVEMENT FOUR MEETINGS (LED BY DANNENBAUM, ONE PERSON FROM AZ88)											0	\$ -
<b>TOTAL FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT</b>												
HOURS SUB-TOTALS	34	86	41	216	132	52	40	102	32	0	825	
LABOR RATE PER HOUR	\$ 142.37	\$ 142.37	\$ 154.42	\$ 142.37	\$ 142.37	\$ 142.37	\$ 134.42	\$ 134.42	\$ 102.97	\$ 67.48		
DIRECT LABOR COSTS	\$ 4,840.58	\$ 12,243.82	\$ 5,511.22	\$ 30,751.92	\$ 18,792.84	\$ 7,403.24	\$ 5,376.80	\$ 13,710.84	\$ 2,865.34	\$ -	\$ 115,135.60	
TOTAL	\$ 4,840.58	\$ 12,243.82	\$ 5,511.22	\$ 30,751.92	\$ 18,792.84	\$ 7,403.24	\$ 5,376.80	\$ 13,710.84	\$ 2,865.34	\$ -	\$ 115,135.60	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	4.20%	10.83%	4.78%	26.71%	16.32%	6.43%	4.87%	11.91%	1.97%	0.09%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	4.12%	10.42%	4.97%	26.18%	16.00%	6.35%	4.85%	12.36%	2.07%	0.09%	100.00%	
<b>DIRECT EXPENSES</b>												
Histotechnical	0.00	0.00	Amount									
8/1/2011 copies (color) by dannenbaum	\$ -	each	2,650									
11/20/11 copies (b/w) by dannenbaum	\$ -	each	19,350									
11/17/11 copies (color) by dannenbaum	\$ -	each	3,860									
11/17/11 copies (b/w)	\$ 0.22	each	0									
Mileage (8 RT)	\$ 800.00	Each	4									
Air Travel	\$ 51.00	day	0									
Hotel	\$ 65.00	day	0									
Per Diem	\$ 3.75	callions	0									
Rental Car	\$ 22.00	each	0									
Fuel for Rental Car	\$ 50.00	each	0									
Overnight Center Cost (Letter Size)	\$ 1,200.00	each	1									
Overnight Center Cost (Over sized Box)	\$ -	each	0									
Basemap Database Search	\$ -	day	0									
GIS Utility Fees	\$ -	day	0									
Coration Fee (Technology)	\$ -	day	0									
Food Supplies (lunch/pantries)	\$ -	each	0									
<b>TOTAL DIRECT EXPENSES</b>	\$ -											\$ 1,531.53
<b>TOTAL ENVIRONMENTAL SERVICES</b>												\$ 116,667.13

Special Provisions:  
 Management and Coordination

Environmental Services to Be Performed as summarized in the summary of hours.  
 Environmental Services to Be Performed as summarized in the summary of hours and in this section  
 Services not provided include NONE or NOT INCLUDED. Dannenbaum will develop base as described in the summary of hours and in this section

Draw cost of entry to perform environmental services (Dannenbaum)  
 Develop letters or other materials for seeking cost of entry (Dannenbaum)

Environmental Document development project duration schedule assumed to be no longer than 6 months. Draft and Pre-Final or Final Environmental Document will be submitted within 8 months. Additional time will require supplemental to further develop or finalize environmental document, or Dannenbaum can update the environmental document, finalize and coordinate with agencies for FONSI if supplemental is not executed. Assumes 1-hour conference call attendance by one Subconsultant staff, once a week for project duration.

Literature Review and Secondary Data Collection

Project Engineer (IV)	Project Engineer (IV)	Civil Engineer	Scientist (Community Impact)	Scientist (Env. Review)	Scientist (Env. Review)	Scientist (Mat. Review)	Civil Engineer (Air Quality)	Civil Engineer (Noise Analysis)	CAAD Technician	Administration/Clerical	Total LABOR HOURS	Task Cost
<p><b>SPECIAL SERVICES (FC 120) ENVIRONMENTAL SERVICES TASK DESCRIPTION</b></p> <p>Public involvement activities: AZAB will prepare materials for environmental impacts of public meeting. Damersbaum will provide roadway &amp; technical info</p> <p>Develop public involvement plan - jointly developed</p> <p>Compile and maintain mailing list (Damersbaum)</p> <p>Mailing assignments for public meeting (Damersbaum)</p> <p>Provide two staff members to attend one Public Meeting and one Public Hearing</p> <p>AZAB will develop summary of public meeting and responses to comments</p> <p>Provide one staff member to attend a public hearing</p> <p>Develop comment and response report, summary and analyze and other information from public hearing (Damersbaum)</p> <p>Provide and send acknowledgment / response letters to commenters (Damersbaum)</p> <p>Divisions, subjects, and distribute materials (Damersbaum)</p> <p>Direct and maintain web site (Damersbaum)</p> <p>Analysis of social and economic impacts, including:</p> <ul style="list-style-type: none"> <li>Identify and evaluate social and economic impacts</li> <li>Identify property owners and tenants adjacent to the roadway project</li> </ul> <p>Identify potential displacements</p> <p>Perform public contact and public involvement to gather information from individuals and communities regarding social impacts by construction</p> <p>Estimate losses and gains to tax revenues</p> <p>Identify current and anticipated land uses with surveys and land use plans</p> <p>Incorporate subdivision data into identification of current and anticipated land uses</p> <p>Evaluate travel modes and patterns. Evaluation also shall incorporate:</p> <ul style="list-style-type: none"> <li>Proactive modes (NOT INCLUDED)</li> <li>Observation</li> <li>Public contact</li> </ul> <p>Identify and evaluate the potential for impacts to disabled and elderly individuals and populations</p> <p>Perform Environmental Justice analysis</p> <p>Perform needs and cumulative impact studies</p> <p>Identify considerations impacting pedestrians and bicycles</p> <p>Perform an equity analysis to include a qualitative MSAT analysis</p> <p>Perform a traffic noise analysis. The noise analysis also shall include:</p> <ul style="list-style-type: none"> <li>By Damersbaum</li> </ul>												
<p><b>Public Involvement:</b></p> <p>Assume no build and watching the roadway with two options at the northern portion of the project as depicted in August conceptual map of project</p> <p><b>Public Involvement:</b></p> <p>Damersbaum will arrange public meetings and hearings. AZAB will provide technical support at public meetings and hearings (up to 4 meetings). AZAB will prepare technical exhibits for public hearing/meetings related to environmental issues. One professional of the Subconsultant will attend one public meeting and one public hearing. Each is assumed to require 16 hours per meeting/hearing for travel, attendance, and related coordination. Subconsultant will not be responsible for the preparation of any materials for display or presentation at the meetings, other than contract deliverables.</p> <p><b>Air Quality:</b></p> <p>Air Quality Analysis includes a qualitative Mobile Source Air Toxics (MSAT) analysis. MSAT quantitative analysis is not included in this scope.</p> <p><b>Noise:</b></p> <p>The prime shall provide the latest aerial maps, topography files, contour data, hourly volumes (if available), truck percentage, and information on permitted developments (if any). The prime shall provide future hourly volumes, truck percentage by roadway facility, roadway profiles, alignment, finished grades, and cross sections. The prime shall provide ground elevation of the proposed barrier. Field noise measurement is not included in this scope and contract.</p> <p><b>Hazardous Materials/Phase I ESA</b></p> <p>No detailed legal descriptions of property boundaries will be utilized. No interior inspections of structures will be completed. Historic land use will be limited to review of aerial photography. It is assumed landowners will not be potentially impacted by the project and no interviews will be conducted by members of the project team. Only sites of environmental concern within the 400' ROW and within the ASTM Standard search distances for the project area will be reviewed. Asbestos was banned in most friable building materials (spray-applied surfacing materials and thermal system insulation) in 1978. Physical inspection of the interior of buildings or the identification of asbestos containing materials will not be conducted. The scope of work does not include air, surface water, groundwater, lead-based paint, or polychlorinated biphenyl (PCB) sample collection or testing, nor does it include a site search.</p> <p><b>Soils/Geotechnical</b></p> <p>Only on-site surveys will be conducted. No open-to-door, mallet, or phone surveys will be conducted to obtain information from residence or business owners.</p> <p><b>Section 4(f) Evaluation</b></p> <p>This scope and contract includes necessary coordination, analysis, and documentation related to a de minimis finding only. No avoidance alternatives development or analysis, or Section 4(f) statement preparation is included.</p> <p><b>Environmental Decision Document</b></p>												
<p><b>Data collection to consist of two site visits for 5 days to collect data (includes meetings with TxDOT to obtain copies of feasibility study, EA, CE, DCIS, review TxDOT project file.). It is assumed that the prime consultant will provide a list of adjacent property owners, obtain and provide ROE for all necessary environmental field surveys.</b></p> <p><b>Natural Resources</b></p> <p>It is assumed that two watershed surveys will be scheduled and conducted. This scope of work does not include USACE 404 permitting. It is assumed that permitting under the Nationwide Permit 14 will be required for impacts to waters of the U.S. This scope of work does not include presence asbestos surveys for treated and untreated asbestos at the request of resource agency consultations. This scope of work does not include a hydrologic model or letter of map revision (LMR) from the Federal Emergency Management Agency. This scope of work does not include a pre-meeting bird survey prior to construction. This scope of work does not include the development of a Stormwater Pollution Prevention Plan (SWPPP)</p> <p><b>Cultural Resources</b></p> <p>Watershed survey will be conducted by Blanton and Associates</p> <p><b>Field Surveys and Environmental Investigations</b></p> <p>Existing field surveys will be reviewed for the proposed new right of way and additional buffer area for survey is no greater than 400 feet in width.</p> <p><b>Alternatives</b></p> <p>Assume no build and watching the roadway with two options at the northern portion of the project as depicted in August conceptual map of project</p> <p><b>Public Involvement:</b></p> <p>Damersbaum will arrange public meetings and hearings. AZAB will provide technical support at public meetings and hearings (up to 4 meetings). AZAB will prepare technical exhibits for public hearing/meetings related to environmental issues. One professional of the Subconsultant will attend one public meeting and one public hearing. Each is assumed to require 16 hours per meeting/hearing for travel, attendance, and related coordination. Subconsultant will not be responsible for the preparation of any materials for display or presentation at the meetings, other than contract deliverables.</p> <p><b>Air Quality:</b></p> <p>Air Quality Analysis includes a qualitative Mobile Source Air Toxics (MSAT) analysis. MSAT quantitative analysis is not included in this scope.</p> <p><b>Noise:</b></p> <p>The prime shall provide the latest aerial maps, topography files, contour data, hourly volumes (if available), truck percentage, and information on permitted developments (if any). The prime shall provide future hourly volumes, truck percentage by roadway facility, roadway profiles, alignment, finished grades, and cross sections. The prime shall provide ground elevation of the proposed barrier. Field noise measurement is not included in this scope and contract.</p> <p><b>Hazardous Materials/Phase I ESA</b></p> <p>No detailed legal descriptions of property boundaries will be utilized. No interior inspections of structures will be completed. Historic land use will be limited to review of aerial photography. It is assumed landowners will not be potentially impacted by the project and no interviews will be conducted by members of the project team. Only sites of environmental concern within the 400' ROW and within the ASTM Standard search distances for the project area will be reviewed. Asbestos was banned in most friable building materials (spray-applied surfacing materials and thermal system insulation) in 1978. Physical inspection of the interior of buildings or the identification of asbestos containing materials will not be conducted. The scope of work does not include air, surface water, groundwater, lead-based paint, or polychlorinated biphenyl (PCB) sample collection or testing, nor does it include a site search.</p> <p><b>Soils/Geotechnical</b></p> <p>Only on-site surveys will be conducted. No open-to-door, mallet, or phone surveys will be conducted to obtain information from residence or business owners.</p> <p><b>Section 4(f) Evaluation</b></p> <p>This scope and contract includes necessary coordination, analysis, and documentation related to a de minimis finding only. No avoidance alternatives development or analysis, or Section 4(f) statement preparation is included.</p> <p><b>Environmental Decision Document</b></p>												



Project Engineer (IV)	Project Engineer (IV)	Civil Engineer	Scientist (Community Impact)	Scientist (Env. Rev/Env)	Scientist (Env. Review)	Scientists (Haz. Material Review)	Civil Engineer (Air Quality)	Civil Engineer (Noise Analysis)	CADD Technician	Administrators/ Clerical	Total LABOR HOURS	Task Cost
<p><b>SPECIAL SERVICES (FC 120)</b>  <b>ENVIRONMENTAL SERVICES</b>  <b>TASK DESCRIPTION</b></p> <p>Perform computer modeling of existing (if not obtained through field measurements) and predicted noise levels. Modeling shall be accomplished with the Federal Highway Administration (FHWA) approved Traffic Noise Model.</p> <p>Technical Expert: Determine predicted noise impact contours for undeveloped property.</p> <p>Technical Expert: Water Quality studies</p> <p>Perform wetland delineations</p> <p>Perform wild and scenic river studies (NOT required)</p> <p>Perform floodplain impact studies (By Darnenbaum)</p> <p>Perform coastal barrier studies (NOT required)</p> <p>Perform coastal zone impact studies (NOT required)</p> <p>United States Coast Guard Section 9 Permit (NOT REQUIRED)</p> <p>Section 10 of the Rivers and Harbors Act (33 U.S.C. 403) (NOT REQUIRED)</p> <p>Perform water body modifications and wildlife impact studies</p> <p>Treatments and endangered species</p> <p>Survey for protected species habitat</p> <p>Survey shall be performed for T &amp; E species on the El Paso County (PWS) and USFWS 16B (no species specific surveys are anticipated).</p> <p>Check for presence of designated critical habitat</p> <p>Habitat analysis (Entire project area and just threatened and endangered species)</p> <p>Analysis of stream modifications (if any) and associated impacts</p> <p>Early coordination with United States Fish and Wildlife Service (USFWS) / Texas Parks and Wildlife Department (TPWD) (indicate which) (coordination with both USFWS and TPWD)</p> <p>Perform invasive species studies</p> <p>Perform essential fish habitat studies (NOT INCLUDED)</p> <p>Perform beneficial landscaping studies</p> <p>Estimate bird and insect impacts</p> <p>Perform hazardous materials studies</p> <p>Archaeological studies</p> <p>Perform archaeological background studies (By Blankens &amp; Associates)</p> <p>Perform archaeological reconnaissance survey (By Blankens &amp; Associates)</p> <p>Perform an archaeological intensive survey (By Blankens &amp; Associates)</p> <p>Identify Native American tribes for consultation</p> <p>Verify and locate the location of consulting parties (NOT INCLUDED)</p> <p>Verify and locate the location of consulting parties, county historical societies, county historical commissions, and other individuals or organizations</p> <p>Perform early coordination with the State Historic Preservation Officer (SHPO)</p> <p>Historic Resource Studies: Consultant will prepare the Pre-construction Records (PCR) form</p> <p>Reconnaissance Survey</p> <p>Intensive Survey</p> <p>Perform visual impact studies</p> <p>Perform construction impact studies</p> <p>Perform Section 4(f) evaluations</p> <p>Perform services as summarized in the summary of hours above</p> <p>Alternatives to be considered:</p> <p>A. No build</p> <p>B. 3 Alignment Alternatives</p>												
<p>The Subconsultant shall prepare a draft environmental decision document for review by ENV and a final environmental decision document for approval by FHWA. The decision document will succinctly summarize the prime aspects of the project that influence FHWA's environmental decision. At a minimum the decision document shall include a brief description of the project (including project location and term(s)), a summary of the Need and Purpose statement, an explanation of why the preferred alternative was chosen over the no build alternative studied, a listing of anticipated impacts from the preferred alternative, a summary of all the proposed mitigation actions (if any) for the project impacts, and a justification as to why the impacts of the project are not considered significant. The environmental decision document shall be prepared in accordance with the February 20, 2008 memorandum from the FHWA Texas Division. One hardy copy deliverable will be submitted to Darnenbaum to copy document and provide copies to stakeholders, agencies, clients, etc.</p>												
<p><b>Deliverables:</b></p> <p>The Subconsultant shall conduct an internal quality assurance and quality control review on each deliverable before it is submitted to the County/State or review. After the deliverable has been approved by the County/State, the Subconsultant shall review and resubmit the deliverables to correct all comments received from Environmental Affairs Division, TxDOT Laredo District and the Federal Highway Administration.</p> <p>Assume classification letter results in Environmental Assessment document and project obtains FONSI.</p> <p>Copies of the Draft and Final Environmental Assessment for FHWA review will be printed double sided. Subconsultant is not responsible for distribution of Draft or Final Environmental Assessments.</p>												



Attachment A-1  
 Fee Schedule for Engineering Services Supporting Lump Sum Calculations  
 Hatcher Ip - Ph I from 0.1 miles east of Selway Parkway to I-35 frontage  
 Partial A/E Planning/Schem/Inv

EXHIBIT D  
 FEE SCHEDULE

SUBPROVIDER NAME: Blanton  
 Regional Parkway Environmental Assessment

TASK DESCRIPTION	Senior Environmental Manager	Senior Environmental Scientist/Planner	Env Scl II / Bio II / Sr. Archeologist / Sr. Historian	Env Scl I / Bio I / Arch II / Historian II	Env Scl Arch I / Historian I	Senior GIS Tech	GIS Tech	Admin Clerical	TOTAL LABOR HRS. & COSTS
<b>Social, Economic, and Entiron Studies and Public Involvement (FC120)</b>									
<b>ENVIRONMENTAL DOCUMENTATION</b>									
Additional area PCR/Survey for Historic Resources	4		40	40		4	40	8	136
Archeological Background Studies and Permit Application	4		24	4			16	4	52
Archeological Survey	16		48	32	32	4	40	16	188
Section 4(f) Evaluations	4								4
Section 6(f) Evaluations	4								4
<b>HOURS SUB-TOTALS</b>	32	0	112	76	32	8	96	28	384
<b>CONTRACT RATE PER HOUR</b>	\$159.00	\$159.00	\$98.00	\$93.00	\$84.00	\$101.00	\$70.00	\$62.00	\$35,084.00
<b>TOTAL LABOR COSTS</b>	\$5,088.00	\$0.00	\$10,976.00	\$7,068.00	\$2,688.00	\$808.00	\$6,720.00	\$1,736.00	\$35,084.00
<b>SUBTOTAL (FC 120)</b>									\$35,084.00

Direct Expenses				
Photocopies Color (11" X 17")	300	\$1.25		\$375.00
Photocopies BW (8 1/2" X 11")	1000	\$0.10		\$100.00
Photocopies Color (8 1/2" X 11")	100	\$0.75		\$75.00
Photocopies Color (8 1/2" X 11")	3	\$50.00		\$150.00
Site Forms	10	\$35.00		\$350.00
Two Days w/overnight stay	10	\$65.00		\$650.00
Lodging tax	10	\$30.00		\$300.00
Lodging tax	1400	\$0.75		\$1050.00
Mileage	0	\$1,000.00		\$0.00
Bus/Truck and Operator Rental	4	\$30.00		\$120.00
Overnight Mail - overnight box				\$80.00
Overnight Mail - letter size	4	\$20.00		\$80.00
<b>SUBTOTAL Direct Expenses</b>				\$3,205.00

03/28/05

SUMMARY	
BLANTON NON-SALARY (OTHER DIRECT EXPENSES)	\$3,205.00
BLANTON TOTAL LABOR COSTS	\$35,084.00
<b>BLANTON TOTAL</b>	<b>\$38,289.00</b>

EXHIBIT G  
 DETAILED FEE SCHEDULE FOR ENGINEERING SVCS SUPPORTING LUMP SUM CALCULATIONS  
 Attachment A-1

TASK DESCRIPTION	Principal Manager	Surveying PM/RPLS	Surveying Supervisor	Senior Engineer-Bridge	Field Crew (3-man)	CADD Designer	Admin Asst	Total Labor Hrs.	Task Cost
<b>SPECIAL SERVICES (FC 150) &amp; (FC 130)</b>									
<b>SET PRIMARY CONTROL</b>									
<b>SET AERIAL TARGETS/AERIAL TOPO (FILL-INS) &amp; ROW STAKING</b>									
TASK DESCRIPTION									
FC 130 - ROW DATA									
PRELIMINARY DATA ACQUISITION									
OBTAIN OWNERSHIP INFORMATION	1		1					2	\$ 283.79
DEVELOP OWNERSHIP MAPS	1		1					2	\$ 283.79
OBTAIN RIGHTS-OF-ENTRY FOR SURVEY/GEOTECHNICAL/ENVIRONMENTAL		1						1	\$ 156.78
PROVIDE ALL DATA ACQUIRED TO THE RIGHT-OF-WAY SURVEYOR			1					1	\$ 93.75
<b>SUB-TOTAL - FC 130 - ROW DATA</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>\$ 838.11</b>
FC 150 - FIELD SURVEYING									
ESTABLISH PRIMARY CONTROL NETWORK									
SET 4 PERMANENT CONTROL MONUMENTS	1		1		3			5	\$ 897.47
LOCATE AND VERIFY EXISTING CONTROL			1		3			4	\$ 540.68
DEVELOP AND PERFORM GPS NETWORK (OR VRS) BASED ON NAD 1983			1		3			4	\$ 540.68
PERFORM DIGITAL LEVEL NETWORK BASED ON NAVD 1988			1		4			5	\$ 889.87
PERFORM HORIZONTAL AND VERTICAL TIES TO THE EXISTING CONTROL NETWORK(S)			1		6			7	\$ 987.83
PREPARE PROJECT CONTROL MANUAL WITH PRIMARY CONTROL DATA SHEETS (4)	1		1		5			7	\$ 757.02
ESTABLISH SECONDARY CONTROL NETWORK								0	\$ -
SET CENTER PANEL POINTS AT 1200' TO 1500' INTERVALS (14)			1		14			16	\$ 2,336.25
PERFORM DIGITAL LEVEL NETWORK - NOT APPLICABLE								0	\$ -
PERFORM GPS/RTK/VRS HORIZONTAL TIES TO THE SECONDARY CONTROL DOUBLE OCCUPANCY								0	\$ -
ESTABLISH AERIAL TARGET NETWORK								0	\$ -
SET APPROXIMATELY (27) AERIAL PANEL POINTS					14			14	\$ 2,085.72
ESTABLISH HORIZONTAL VALUES ON THE WING PANELS WITH GPS/RTK/VRS (50)					12			12	\$ 1,787.76
ESTABLISH VERTICAL VALUES ON THE WING PANELS WITH DIFFERENTIAL LEVELS (60)					12			12	\$ 1,787.76
DEVELOP AERIAL CONTROL REPORT FOR AERIAL PHOTOGRAMMETRY PROVIDER	1	2	4				4	11	\$ 1,061.54
FC 150 - FIELD SURVEYING								0	\$ -
SUPPLEMENTAL TOPOGRAPHY								0	\$ -
VERIFY ELEVATIONS OF CONTIGUOUS (SPOT CHECK)			1		12			13	\$ 1,881.51
PROFILE AND CROSS-SECTION INTERSECTING STREETS FOR TIE INTO PROJECT			1		8			9	\$ 1,285.59
FIELD TIE ALL HARD SURFACES WHERE TIE-INS OCCUR AT DRIVEWAYS AND TURNOUTS			1		5			7	\$ 987.63
FIELD TIE ALL DRAINAGE FEATURES: SIDE DRAINS, CULVERTS, DITCHES, INLETS, MANHOLES, ETC.			1		8			7	\$ 987.63
FIELD TIE ALL DRAINAGE STRUCTURES: BRIDGES, BOX CULVERTS, ETC.			1		6			7	\$ 987.63
WALK SITE TO INSURE ALL TOPOGRAPHIC FEATURES HAVE BEEN LOCATED			2		6			8	\$ 1,081.38
PRODUCE DTM		2				8		10	\$ 953.89
ADDITIONAL FIELD STAKING								0	\$ -
STAKE CORE HOLES AND FIELD TIE FINAL LOCATIONS								0	\$ -
STAKE CENTERLINE AS REQUIRED FOR USE BY GEOTECHNICAL/ENVIRONMENTAL ETC. SUB-CONSULTANTS								0	\$ -
STAKE RIGHT-OF-WAY FOR FENCING (AS REQUIRED)								0	\$ -
<b>SUB-TOTAL - FC 150 - FIELD SURVEYING</b>	<b>2</b>	<b>7</b>	<b>17</b>	<b>0</b>	<b>121</b>	<b>13</b>	<b>4</b>	<b>164</b>	<b>\$ 22,331.43</b>
HOURS SUB-TOTALS	4	8	20	0	121	13	4	170	
LABOR RATE PER HOUR	\$ 200.04	\$ 156.78	\$ 93.75	\$ 1.00	\$ 145.98	\$ 80.04	\$ 43.26		
DIRECT LABOR COSTS	\$ 800.16	\$ 1,254.24	\$ 1,875.00	\$ -	\$ 18,028.58	\$ 1,040.52	\$ 173.04	\$ 23,169.54	
TOTAL	\$ 800.16	\$ 1,254.24	\$ 1,875.00	\$ 0.00%	\$ 18,028.58	\$ 1,040.52	\$ 173.04	\$ 23,169.54	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	3.45%	5.41%	8.09%	0.00%	77.80%	4.49%	0.75%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	2.35%	4.71%	11.76%	0.00%	71.18%	7.65%	2.35%	100.00%	
<b>GRAND-TOTAL</b>	<b>(LABOR, CADD &amp; DIRECT EXPENSE)</b>								<b>\$ 23,169.54</b>

<p align="center"><b>SPECIAL SERVICES (FC 150)</b>  <b>AERIAL PHOTOGRAMMETRY SERVICES</b>                      TASK DESCRIPTION</p>	<p align="center">Task Cost Lump Sum</p>
<p align="center">FIELD SURVEYING</p>	
<p align="center">PHOTOGRAMMETRY</p>	
<p><b>FC 150 - AERIAL MAPPING</b></p>	
<ul style="list-style-type: none"> <li>• Establish, and monument, the project on NAD 1983, Texas State Plane (TX South Zone 4205) Coordinates System, US Survey feet, and, NAVD 88 (Geoid12A) Datum</li> </ul>	
<ul style="list-style-type: none"> <li>• Fly, Scan and Photograph the project, (length of centerline and cross flights at major roads and creeks), and collect LIDAR data and imaginary using an Optech Orion C300-1 LiDAR sensor and CS-10000 aerial digital camera mounted in a Bell Long Ranger 206 helicopter</li> </ul>	
<ul style="list-style-type: none"> <li>• Post-process and Digitize data to PRODUCE AND DELIVER the following:</li> </ul>	
<ul style="list-style-type: none"> <li>o Ortho-rectified images, 600' wide (300' both sides of project centerline), 7 cm pixel resolution in ECW format</li> </ul>	
<ul style="list-style-type: none"> <li>o DTM (Digital Terrain Model) file, 600' wide, (300' both sides of project centerline), consisting of spot elevations on a 50' grid, break-lines and edited 3d triangles</li> </ul>	
<ul style="list-style-type: none"> <li>o 1' (edited) 3d digital contour map/file.</li> </ul>	
<ul style="list-style-type: none"> <li>o 1"=50' scale digital 2d Planimetric features map/file</li> </ul>	
<ul style="list-style-type: none"> <li>o Deliverables will be delivered as .DGNs and .DTM file. Digitization and digital drawings will be developed using MicroStation V8i Series 3/4</li> </ul>	
<p><b>TOTALS - AERIAL MAPPING SERVICES</b></p>	<p align="right">\$20,000.00</p>
<p>NOTES:</p>	
<p>1. The mapping and ortho-imagery will be 600' wide (300' left and right) along the project centerline that Dannenbaum Engineering provides at time of Flight line planning</p>	
<p>2. All mapping will be developed in accordance to TxDOT Aerial Photogrammetric standards, requirements and accuracies</p>	
<p>3. All digital data and deliverables will be in the format compatible with TxDOT and Dannenbaum Engineering's hardware, software and drafting standards</p>	



ATTACHMENT "F"

FROM 0.1 MILES EAST OF BELTWAY PARKWAY TO I35 W FRONTAGE ROAD

PRODUCTION SCHEDULE

Item	Description	2017													
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Phase I Construction															
I.	Preliminary Schematic Design (5 Months)														
II.	County / Agency Review / Approval of Preliminary Design (2 Months)														
III.	Environmental Document Preparation (5 Months)														
IV.	City Agency Review / Approval of Final Design (2 Months)														
V.	Environmental Review (3 Months)														
VI.	Final Schematic and Environmental Documents														