

CONSULTANT AGREEMENT (the "Agreement")

Owner: The Texas Department of Transportation
Client: Titus County
Consultant: H.W. Lochner, Inc. ("Lochner")
Date: November 30, 2020
Project: Professional Services for Right of Way (ROW) Appraisal and Acquisition Services
And/Or Utility Relocation Services

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services on the Project.
2. **Lochner.** Lochner shall be the general administrator for the services listed in the Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Owner shall be through the Client unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed firm and is registered to practice its profession and to conduct business in the State of Texas.

3. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client.
4. **Lochner's Scope of Services.** Lochner shall perform the services set forth on Attachment A hereto (the "Scope of Services"). The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project (the "Standard of Care"). In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner will provide services to assist Titus County in providing the necessary right-of way and utility adjustments for this project and for providing all right-of-way and clear title acceptable to the State of Texas. The project will adhere to TxDOT requirements and the TxDOT provided information found in the FM 1735 ROW and Utility Estimate, the Preliminary FM 1735 ROW Map RCSJ 1226-2-025, and the TxDOT ROW Acquisition Guide. The proposed improvements are to FM 1735 from SH 49 to 1.9 miles south of SH 49 in Titus County, Texas and include the addition of two travel lanes, a center turn lane, two 10 foot shoulders and upgrading the intersection of SH 49.

Scope of Services shown in **Attachment A-1** include the providing of Right of Way Appraisal and Acquisition services (including but not limited to negotiations, appraisals, relocation

services and eminent domain) for FM 1735 Reconstruction and Widening as described by the Texas Department of Transportation (TxDOT) ROW Project # 1226-02-025.

Scope of Services shown in **Attachment A-2** include the providing of Utility Coordination and Relocation services for FM 1735 Reconstruction and Widening as described by the Texas Department of Transportation (TxDOT) ROW Project # 1226-02-025

Lochner shall strive to cooperate with and to coordinate its Scope of Services with the activities of all other parties to the Project, including other consultants retained by the Client or the Owner.

5. **Lochner's Additional Services.** If the Client requests Lochner to perform Services that Lochner believes to be in addition to the Scope of Services ("Additional Services"), and for which Lochner believes it is entitled to additional time or additional compensation, Lochner shall submit a Claim in accordance with Section 15 hereof.

6. **Compensation for Lochner's Scope of Services.** Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services as follows and as shown in Attachment B:

The man-hour/fee estimate shown in **Attachment B-1** includes the providing of Right of Way Appraisal and Acquisition services (including but not limited to negotiations, appraisals, relocation services and eminent domain) for FM 1735 Reconstruction and Widening as described by the Texas Department of Transportation (TxDOT) ROW Project # 1226-02-025. Services will be invoiced on a Milestone basis as certain aspects of the ROW appraisal, negotiation, acquisition, relocation, eminent domain and project management is completed as shown in Attachment B-1.

The man-hour/fee estimate shown in **Attachment B-2** includes the providing of Utility Coordination and Relocation services for FM 1735 Reconstruction and Widening. Services will be invoiced on a specified rate/unit cost basis as shown in Attachment B-2.

The total compensation (\$826,817.78) shown in Attachment B-1 (\$477,400.00) and Attachment B-2 (\$349,417.78) shall not be exceeded unless agreed upon by both parties and unless there are Additional Services required that were not initially included in the original man-hour/fee estimates shown in Attachments B-1 and B-2.

7. **Payment for Lochner's Additional Services.** Subject to paragraph 8, the Client shall compensate Lochner for Additional Services as follows: In accordance with a negotiated fee mutually agreeable to Lochner and the Client.

8. **General Payment Provisions.** For Lochner's Scope of Services and Lochner's Additional Services, Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than 30 days following submittal of invoice to the Client.

9. **Correction of Lochner's Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Paragraph 4 of this Agreement at Lochner's own expense.

10. **Termination by Lochner.** Lochner may terminate this Agreement upon written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs

and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1,000,000. This policy shall be maintained in effect for a period of 3 years after completion of all Lochner's Scope of Services hereunder.
2. Commercial General Liability ("CGL") Insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate limit, and \$1,000,000 products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations and broad form contractual liability.
3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1,000,000 per occurrence, and \$1,000,000 aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.
4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1,000,000 and Employer's Liability Insurance of at least \$1,000,000.
5. Umbrella Excess Liability Insurance in the minimum amount of \$1,000,000 each occurrence, and \$1,000,000 aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.
6. Lochner must include coverage for its subcontractors in its policies or obtain from its subcontractors equivalent insurance as required of Lochner hereunder. The provisions of Paragraph 11 of this Agreement shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. **INDEMNIFICATION BY LOCHNER.** Lochner agrees to indemnify the Client and its officers, directors, members, managers, and employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, sub-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, sub-subcontractors, materialmen, or agents or any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12. Section 12 shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. **Waiver of Immunity.** In claims against any person or entity indemnified under Section 15 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 15 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. **Ownership of Documents.** If the Agreement requires that any of the Client's documents, drawings, plans, specifications or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. **Claims.** Lochner shall make any claim for additional time or additional money or otherwise, regardless of the reason therefor (the "Claim") within ten days of Lochner's knowledge of the circumstances giving rise to the Claim. Lochner shall continue diligent, timely and proper performance of its Services despite any pending Claim, and the fact that a Claim is pending shall not be grounds for Lochner to suspend or cease performance of its Services.

Claims arising under this Agreement shall be decided in the state or federal courts located in Texas.

16. **Confidentiality.** Lochner acknowledges, that as part of the Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. **Quality Control/Quality Assurance.** Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. **Miscellaneous Provisions.**

1. **Assignment.** Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.
2. **Integration.** This Agreement represents the entire and integrated Agreement between Lochner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.
3. **Third Parties.** There are no third-party beneficiaries to this Agreement other than as expressly indicated in Paragraph 11 (Insurance) and Paragraph 12 (Indemnity).
4. **Mutually Negotiated.** The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.
5. **Survival.** Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Scope of Services hereunder.
6. **Limitation of Liability.** Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in paragraph 6.
7. **Mutual Waiver of Consequential Damages.** In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of

contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating Sub consultant's services under this Agreement.

8. **Notices.** Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Gary Leuba, SRWA, R/W-NAC
Senior Right of Way Project Manager
LOCHNER
5767 Eagles Nest Boulevard
Tyler, Texas 75703

Notice to Client:

Brian R. Lee, County Judge
Titus County Courthouse
100 West First Street, Suite 200
Mt. Pleasant, TX 75455

H.W. LOCHNER, INC.

TITUS COUNTY

By: _____

By: Brian Lee Brian Lee

Title: _____

Title: Titus Co. Judge

Date: _____

Date: Dec 28, 2020

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H.W. LOCHNER, INC.

TITUS COUNTY

By: *Amy Evans*
Title: *Vice President*
Date: *Jan 4, 2021*

By: *Brian Lee Brian Lee*
Title: *Titus Co. Judge*
Date: *Dec 28, 2020*

SCOPE OF SERVICES

To Provide Right of Way Appraisal and Acquisition Services on FM 1735 in Titus County

Attachment A-1

1. Fee for Real Estate Appraisal Review Services

- 1.1. Payment made on per parcel and per hour basis.
- 1.2. **100%** payment milestone paid upon submission of the TxDOT Tabulation of Values.
- 1.3. Payment is made for canceled assignments at the hourly rate for work completed up to the time of cancellation, if the cancellation is at no fault of the Acquisition Provider or Appraiser. Proof of work completed must be submitted along with invoice.

2. Fee for Real Estate Appraisal Preparation and Testimony Services

- 2.1. Payment made on per parcel and per hour basis of work completed.

3. Fee for Negotiation Service Excluding Commercial Signs (CS)

- 3.1. Payment made on per parcel basis.
- 3.2. **25%** payment milestone paid upon presentation of initial offer.
- 3.3. **45%** payment milestone paid upon:
 - 3.3.1. Presentation of acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant, OR
 - 3.3.2. Recorded PUAIC with County concurrence.
- 3.4. **30%** payment milestone paid upon closing by deed and the delivery of the completed negotiation file with signed recorded deed and the Title Policy to County. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to the recording of the instrument.

4. Fee for Residential Relocation Assistance Service

- 4.1. Payment made on per Displacee basis. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this service would be reduced to a single milestone of 10%.

4.2. **40%** payment milestone paid upon:

4.2.1. Submitting completed parcel advisory services record and certificate of eligibility signed by Displacee to local ROW PD office.

4.2.2. Delivery of computation, submittal and approval of replacement housing supplement to local ROW PD office.

4.2.3. Submitting proof of providing 90-day notice to Displacee after initial interview. Displacee may not receive a 90-day notice prior to an initial interview.

4.3. **30%** payment milestone paid upon submitting memorandum to local ROW PD office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the local ROW PD office) of the move. This assumes the replacement housing has been acquired and the move was monitored by the Acquisition Provider.

4.4. **30%** payment milestone paid upon:

4.4.1. Transmittal of memorandum to the local ROW PD office stating that all relocation assistance has been completed.

4.4.2. Submittal of completed relocation file to local ROW PD office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms, copies of all payment submissions for relocation assistance, and signed form (in a checklist format, as directed and approved by the local ROW PD office) by Displacee verifying move is completed and all benefits have been explained to them.

5. Fee for Personal Property

5.1. Payment made on per Displacee basis. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this service would be reduced to a single milestone of 10%.

5.2. **45%** payment milestone paid upon:

5.2.1. Submitting completed parcel advisory services record and certificate of eligibility signed by Displacee to local ROW PD office.

5.2.2. Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview.

5.3. **55%** payment milestone paid upon:

5.3.1. Transmittal of memorandum to local ROW PD office stating that all relocation assistance has been completed.

5.3.2. Submittal of completed relocation file to local ROW PD office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the local ROW PD office) by the Displacee verifying move is completed and all benefits have been explained to them.

6. Fee for Preliminary Condemnation Support Services (optional)

6.1. Payment made on per parcel basis.

6.2. **30%** payment milestone paid upon presentation of final offer with County concurrence.

6.3. **70%** payment milestone paid upon:

6.3.1. Receipt of the submission of the request for eminent domain proceedings acceptable to the County.

6.3.2. With written approval by County, the Acquisition Provider may be instructed to begin the administrative preparation of the request for eminent domain proceedings package after the initial offer letter is presented to the property owner. In all cases, to receive payment for this milestone, the Acquisition Provider shall complete and submit a request for eminent domain proceedings acceptable to the County.

7. Fee for Condemnation Support Services (optional)

7.1. Payment made on per parcel basis.

7.2. 40% payment milestone paid upon setting the date for the Special Commissioners Hearing and providing the County with a copy of the completed order setting the Hearing signed by all Commissioners.

7.3. 15% payment milestone paid upon service of the Notice of Hearing.

7.4. 30% payment milestone paid upon Notice of Deposit.

7.5. 15% payment milestone paid upon delivery of completed condemnation file, including all documentation related to purchase and acquisition appropriate to specific parcel.

SCOPE OF UTILITY COORDINATION SERVICES TO BE PROVIDED BY THE ENGINEER

Titus County

Highway: FM 1735

Limits: From SH 49 to 1.9 mi. south of SH 49

TxDOT ROW CSJ: 1226-02-025

The Engineer shall perform engineering services consisting of Utility Engineering Investigation (currently Subsurface Utility Engineering), Utility Adjustment Coordination, and Utility Engineering ("Utility-related Services," collectively) as describe below.

GENERAL

- A. Engineer Designees.** Engineer is responsible for designating and providing the services of the following individuals or entities:
1. **Utility Coordinator** is the individual or entity performing Utility-related Services that are not required to be performed by a licensed engineer under Texas law.
 2. **Utility Engineer** is the individual or entity performing Utility-related Services that are required to be performed by a licensed engineer under Texas law.
- B.** As used below, "ensure" means to make certain that something has happened or will happen, and includes an obligation to deploy the appropriate level of engineering or other technical expertise, consistent with the complexity, cost, and level of risk associated with a task. Ensure does not require the completion of any task assigned to a separate entity under any other agreement.

UTILITY ENGINEERING INVESTIGATION

Utility Engineering Investigation (currently Subsurface Utility Engineering) include utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels.

1. UTILITY QUALITY LEVELS

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- a. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
- b. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.
- c. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.
- d. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

2. DESIGNATE (QUALITY LEVEL B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-

destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

The Engineer shall:

- a. As requested compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
- d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the County. It is understood by both the Engineer and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information shall be provided in the latest version of Micro Station or Geopak used by the County or State. The electronic file will be delivered on CD or DVD, as required by the County. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the County, the designated utility information must be over laid on the State's design plans.
- e. Determine and inform the County of the approximate utility depths at critical locations as determined by the County. This

depth indication is understood by both the Engineer and the County to be approximate only and is not intended to be used preparing the right of way and construction plans.

- f. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
 - g. Close-out permits as required.
 - h. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
 - i. Comply with all applicable County or State policy and procedural manuals.
3. SUBSURFACE UTILITY LOCATE (TEST HOLE) SERVICE (QUALITY LEVEL A)

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

The Engineer shall:

- a. Review requested test hole locations and advise the County in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.

- d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - i. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - ii. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - iii. Elevation of existing grade over utility at test hole location.
 - iv. Horizontal location referenced to project coordinate datum.
 - v. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - vi. Utility facility material(s).
 - vii. Utility facility condition.
 - viii. Pavement thickness and type.
 - ix. Coating/Wrapping information and condition.
 - x. Unusual circumstances or field conditions.
- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate County or State District Office.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the County, State and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.

- g. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- h. Furnish and install an above ground marker directly above center line of the utility facility.
- i. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the County.
- j. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of Micro Station or Geopak format used by the County or State. The electronic file will be delivered on CD or DVD. When requested by the County, the Locate information must be over laid on the State's design plans.
- k. Return plans, profiles, and test hole data sheets to the County. If requested, conduct a review of the findings with the County.
- l. Close-out permits as required.

UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination shall include utility coordination meetings with individual utility companies, communication and coordination with utilities, and preparation of utility agreement assemblies including utility agreements, joint use agreements, and advanced funding agreements.

1. UTILITY COORDINATION

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution. The Utility Coordinator shall act as the "Responsible Party" as indicated in the State's- Utility

Cooperative Management Process (See the State's ROW Utility Manual, chapter 2).

- a. The Utility Coordinator shall coordinate all activities with the County, or their designee, to facilitate the orderly progress and timely completion of the State design phase. The Utility Coordinator shall be responsible for the following:
 - i. Work Plan. Coordinate a work plan including a list of the proposed meetings and coordination activities, and related tasks to be performed, a schedule and an estimate. The work plan must satisfy the requirements of the project and must be approved by the County prior to commencing work.
 - ii. Orientation. Prepare and present, in collaboration with County staff, instruction and orientation sessions as required by the County. The instruction shall introduce the subsurface utility engineering process, demonstrate the technology and facilitate the preparation of work orders, billings, and contract related documentation.
 - iii. Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
 - iv. External Communications. The Utility Coordinator shall coordinate all activities with the County and its consultants or other contractors or representatives, as authorized by the County. Also, the Utility Coordinator shall provide the County copies of diaries, correspondence and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested by the County.
 - v. Permits and rights of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction to allow the Engineer to work within existing streets, roads or private property for additional designating and/or subsurface utility locating.
 - vi. Progress Meetings. The Utility Coordinator shall

implement a schedule of periodic meetings with each utility company and owner or owner's representatives for coordination purposes. Such meetings shall commence as early as possible in the design process and shall continue until completion of the project. The Utility Coordinator shall notify the County at least two (2) business days in advance of each meeting to allow the County the opportunity to participate in the meeting. The Utility Coordinator shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner.

- b. As required the Utility Coordinator shall coordinate with the local utilities committees to present a foot print of the State's projects with represented utility companies and owners. The Utility Coordinator shall also coordinate with any other utility committees which may include county, city, or other officials, if needed.
- c. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.
- d. The Utility Coordinator shall provide the County and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
- e. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

2. UTILITY AGREEMENTS FOR UTILITY ADJUSTMENTS

The Utility Coordinator shall coordinate with utilities that conflict with highway construction or the "Utility Accommodation Rules" (UAR), and make the utility company aware of these conflicts. The Utility

Coordinator shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of State right of way.

- a. Utility Agreement Assemblies: A packaged agreement consisting of a Utility Joint Use Acknowledgement, Standard Utility Agreements, Plans on 11x17 sheets, Statement of contract work form, Affidavit form and copy of recorded easement, schedule of work and various attachments as detailed in the UAR and the State's Utility Manual.
 - i. Utility Agreements: If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement to the Utility Coordinator. The Utility Coordinator shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The Utility Coordinator shall assist the utility company with adjustment plans and cost estimate for these adjustments. The Utility Coordinator shall review plans to ensure compliance with UAR and ensure the proposal will not conflict with highway construction. The Utility Coordinator shall submit a copy of the easement, plans, and estimate to the County by letter recommending approval (6 copies of each). The utility should be reimbursed all cost incurred within their easement limits for replacement in kind.
 - ii. Utility Acknowledgement: For this project, all Non-Reimbursable Utility Adjustments shall be submitted with the form 1082. The term permit refers to form 1082. The Utility Coordinator shall furnish the appropriate form to the utility company and assist them with adjustment plan preparation. The utility company should submit Form 1082 and adjustment plans to the Utility Coordinator for review. The Utility Coordinator shall review plans to ensure compliance with UAR and ensure the proposal will not conflict with highway construction. The Utility Coordinator shall submit Form 1082 to the County by letter recommending approval (six copies).
 - iii. Escrow Agreements: If it is determined that the utility will be adjusted as part of the highway contract; the County's project manager must be notified

immediately. The Utility Coordinator shall determine what funding amount is required based upon the applicable betterment or eligibility ratio. The County shall be notified immediately of the need for an Advanced Funding Agreement (AFA) by the Utility Coordinator. The Engineer shall coordinate the development of the required AFA with the utility owner and the County in accordance with established procedures of the State's Contracts Services Section. Procure or verify all AFA payments have been submitted to the County.

- iv. Federal Utility Procedures: Where there is Federal-Aid in the right of way, inclusive of utility costs, the Federal Utility Procedures (FUP) Approval is Federal Highway Administration (FHWA) authorization for TxDOT to assume total oversight of the utility adjustment process. Necessary information for the FUP approval shall include the utility name(s), location(s) of existing facilities by station number and estimated cost of adjustment(s) by utility.
 - v. State Utility Procedures.
 - vi. County Utility Procedures.
- b. The Utility Coordinator shall submit the required number of executed copies of the Utility Agreement assemblies, which include the appropriate Forms as detailed in the UAR and supplied by the County or State, a copy of the recorded easement Deed, plans, and estimate to the County by letter recommending approval (2 original signature and 2 copies of each). The utility should be reimbursed eligible costs incurred within their easement limits for replacement in kind. The transmittal should also provide a description of the work being done as well as the estimated cost and schedule of work. The Utility Coordinator shall not perform engineering of relocation plans relative to a particular Utility Agreement under this supplemental as this is a cost of Right of Way that is subsidiary to the specific Utility Agreement.
- c. The Utility Coordinator shall be solely responsible for determining which utilities will be installed by "Agreement". The Utility Coordinator shall Process all ROW-U-JUAs, Utility Agreements and determine necessity of any Escrow Agreements and forward to the County for final approval.

- d. The Engineer with the assistance of the Utility Coordinator shall be responsible for the timely coordination, review and submittal of all documentation to be included in all the Utility Agreements with such documents conforming to the requirements of 23 C.F.R. Section 645A. The Engineer with the assistance of the Utility Coordinator shall assist in the preparation, compilation, gathering, and collection of all required and supporting documents to be included with the Utility Agreements.
- e. For each Utility, the records for all utility owners' costs shall be in accordance with the requirements of 23 C.F.R. Section 645A, in a format that is compatible with the estimate attached to the Utility Adjustment Agreement and sufficient detail for analysis. The totals for labor, overhead, construction costs, travel, transportation, equipment, materials, supplies and other services shall be shown in such a manner as to permit comparison with the approved estimate.
- f. The Engineer shall maintain a complete set of records for all Utility Adjustment Costs for each Utility for a period of time sufficient to complete all final payments to the utility companies or owners.

UTILITY ENGINEERING

Utility Engineering include the identification of utility conflicts, coordination, compliance with the UAR, and resolution of utility conflicts. The Engineer shall coordinate all activities with the County, or the County's designee, to facilitate the orderly progress and timely completion of the State's design phase.

1. **COORDINATION OF ENGINEERING ACTIVITIES**
 - a. **Utility Layout:** The Engineer shall maintain a utility layout in the latest version of Micro Station used by the County or State. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout shall be utilized to monitor the necessity and evaluate alternatives. The Utility Engineer shall utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- i. Facilities in conflict with the proposed project that are to be relocated.
- ii. Facilities to be abandoned in place.
- iii. Facilities to remain in service and in place as a result of roadway design adjustments and meeting the current UAR.
- iv. The Utility Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The Engineer shall coordinate this information with the County immediately upon discovery.

2. PUBLIC & INDIVIDUAL MEETINGS WITH UTILITY COMPANIES

As required, to facilitate utility conflict identification and resolution, the Engineer shall:

- a. Establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction.
- b. Schedule all utility coordination meetings and ensure compatibility with the schedule of the County.
- c. Set agenda for all coordination meetings as directed by the County.
- d. Establish and promote the desired agenda and methodologies for utility construction within the project limits. The agenda and methodologies will consist primarily of promoting the construction of utilities as a part of the Highway Contract.
- e. Orientation: Prepare and present, in collaboration with the County, instruction and orientation sessions as required. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and facilitate the preparation of work orders, billings, and contract related documentation as it pertains to utility adjustment work.
- f. Initial Project Meeting: Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with

existing conditions, project requirements and prepare a written report of the meeting.

- g. Work Plan: Develop a work plan including a list of the tasks to be performed, a schedule and an estimate. The work plan must satisfy the requirements of the project and must be approved by the County prior to commencing work.
- h. Progress Meetings: Meet with the County periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings shall review:
 - i. Activities completed since the last meeting
 - ii. Problems encountered.
 - iii. Late activities.
 - iv. Activities required by the next progress meeting.
 - v. Solutions for unresolved and/or anticipated problems.
 - vi. Information or items required from other agencies/consultants.

3. REVIEW OF UTILITY'S PROPOSED ADJUSTMENTS

- a. Evaluate Alternatives: The Utility Engineer shall evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
- b. Review Estimates and Schedules: The Utility Engineer shall review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
- c. Review Plans for compliance with Utility Accommodation Rules and proposed location data. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
- d. Inspect Traffic control setup. Ensure necessary traffic control, labor and equipment is utilized where applicable during the utility relocation process. The Utility Engineer shall ensure compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD). The Utility Engineer must obtain approval from

the County and State concerning the proposed method of handling traffic prior to allowing commencement of work.

4. The Engineer shall not provide services for the sole benefit of third parties.
5. The Engineer shall prepare a Signed and Sealed Proposed Utility Layout in the latest version of Micro Station used by the County or State that can be overlaid on the base file with drainage. The Engineer shall:
 - a. Ensure all facilities conflicts have been resolved.
 - b. Ensure all stakeholders have concurred with the various alignments.
 - c. Establish the sequence of construction for all utility relocation work whether it is included as a part of the Highway Construction or not.
 - d. Determine which utilities will be built as part of the contract.
 - e. Determine which facilities will be relocated prior to construction.
6. The Engineer shall coordinate, develop and or review PS&E for all utilities included in the construction contract.
7. Utility Certification/Special Provisions: The Utility Engineer shall submit upon request from the County, a Utility Certification or a Special Provisions report. The Utility Certification or Special Provisions report will certify that all utilities are clear for highway construction. However, if the utility adjustments are not complete prior to highway project letting, a Special Provision shall be required outlining all outstanding utility conflicts and their effects on highway construction. Furthermore, a Utility Clearance schedule, signed by the utility owner shall be provided with the certification as noted above. The formats for the Certification and the Clearance schedule will be provided by the County.
8. The Utility Coordinator shall submit the required number of executed copies of the Utility Agreement assemblies, which include the appropriate Forms as detailed in the UAR and supplied by the County, a copy of the recorded easement Deed, plans, and estimate to the County by letter recommending approval (2 original signature and 2 copies of each). The Transmittal letter should include the

following statement "The proposed utility adjustment will not conflict with proposed highway construction and will comply with UAR. The utility should be reimbursed eligible costs incurred within their easement limits for replacement in kind." The transmittal should also provide a description of the work being done as well as the estimated cost and schedule of work. The Engineer shall not perform engineering of relocation plans relative to a particular Utility Agreement under this contract as this is a cost of Right of Way that is subsidiary to the specific Utility Agreement.

UTILITY ADJUSTMENT MONITORING AND VERIFICATION

Utility Adjustment Monitoring and Verification include the utility location installation verification, compliance with Utility Accommodation Rules, monitoring, reporting, and as-built surveying as required for the County.

1. The Engineer shall schedule a Pre-Construction meeting for each utility adjustment for which they are required to perform field verification and inspection duties. The Engineer is responsible for ensuring the necessary County representatives are present.
2. Verification:
 - a. The Utility Engineer shall field verify all utility adjustments to ensure that the new facilities are located according to plans, specifications, and the Proposed Utility Layout. This shall include all surveying and right of way staking as needed to clear the proposed construction.
 - b. The Utility Engineer shall insure that the utility is in compliance with the TMUTCD, "Storm Water Pollution Prevention Plan" (SW3P), backfill specifications, and restoration of right of way upon completion of work.
3. Status Reports: The Engineer shall provide the County with a status report for all utility adjustments on a monthly basis. The County will provide the status report format to the Engineer.
4. Review Payment Request: The Engineer shall review all payment requests for conformance with the utility estimate and verify the work has been performed.
5. Notification. The Engineer shall notify the County when Engineer

- becomes aware of the demobilization, or before the demobilization process ends.
6. As-Built Drawings and GPS File: The Engineer shall, per work authorization, provide a GPS file showing all bends, installation types, casings, and above ground appurtenances and shall be supplied upon completion of the utility work in a format specified by the County. The drawings and GPS files shall also include all utility adjustments and installations that are not to be constructed as a part of the Highway Project. A set of 11" x 17" as built drawings, signed and sealed by the Engineer along with a CD containing electronic files shall be submitted prior to final payment and acceptance of all Utility Coordination activities.
 7. The Utility Company retains all responsibility for all inspections related to compliance with Utility Codes, Industry standards, and design of the Utility Facility.
 8. The Engineer shall not provide services for the sole benefit of third parties.

PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer, in association with the County's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with County and State policies and procedures, and to deliver that work on time.

1. PROJECT COORDINATION

The Engineer shall coordinate all subconsultant activity to include quality and consistency of deliverables and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

2. PROJECT MANAGEMENT

The Engineer shall manage activities including preparing correspondence, invoicing and progress reports; and reviewing schedules.

The Engineer shall:

- a. Prepare monthly written progress reports for each project.
- b. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- c. Meet on a scheduled basis with the County to review project progress.
- d. Prepare, distribute, and file both written and electronic correspondence.
- e. Prepare and distribute meeting minutes.
- f. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

**FEE SCHEDULE
H.W. Lochner, Inc.**

**Man-hour/fee estimate to provide Right of Way Appraisal and Acquisition services
Attachment "B-1"**

Contract No.:		County:	Titus
TxDOT ROW PM 1:	Mike Lightfoot	District:	Atlanta
TxDOT ROW PM 2:	Kristy Fincher	ROW CSJ:	1226-02-025
Provider PM:	Gary Leuba	Construction CSJ:	1226-02-016

NOTE: If the fees below are for partial milestones, please indicate in the comments field below what the full negotiated rate is, along with which parcels and services that have the partial milestones.

If the services are for multiple units (ex: Relocation) but the rates are for partial milestones for some and then all milestones for the other units, please list the parcel as many times as needed on the fee schedule to capture the varying rates per unit, AND add the explanation in the comments field below (be sure to include what the full negotiated rate is for each service).

Specific Parcel Number (Unhide rows if more parcel rows are needed)	Negotiation Services									Relocation Services							Total \$ Fees Disposal of Property	Total \$ Cost All Parcels		
	units	Excluding OAS (PER PARCEL)	Total \$ Fees	units	For OAS (PER SIGN)	Total \$ Fees	units	Including OAS (PER PARCEL)	Total \$ Fees	units	Business	Total \$ Fees	units	Residential	Total \$ Fees	units			Personal Property, Storage Unit and OAS	Total \$ Fees
1	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
2	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
3	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
4	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
5	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
6	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
7	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
8	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$1,800.00	\$1,800.00	\$0.00	\$8,800.00
9	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
10	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$1,800.00	\$1,800.00	\$0.00	\$8,800.00
11	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$1,800.00	\$1,800.00	\$0.00	\$8,800.00
12	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$1,800.00	\$1,800.00	\$0.00	\$8,800.00
13	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
14	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
15	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$1,800.00	\$1,800.00	\$0.00	\$8,800.00
16	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
17	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
18 (deleted)	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
19	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
20	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
21	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
22	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
23	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
24	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	\$0.00	\$14,000.00
25	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	\$0.00	\$14,000.00
26	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
27	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
28	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
29	1	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,000.00
		\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
No. Parcels	Total Negotiation Excluding OAS		Total Negotiation For OAS			Total Negotiation Including OAS			Total Relocation Business		Total Relocation Residential		Total Relocation Personal Property, Storage Unit and OAS			Total Disposal of Property	Total \$ Cost All Parcels			
29	\$196,000.00		\$0.00			\$0.00			\$0.00		\$14,000.00		\$9,000.00			\$0.00	\$219,000.00			

PROJECT MANAGEMENT FEES

Project Management Fee:	<input type="checkbox"/> With Project Office	<input checked="" type="checkbox"/> Without Project Office	No. Months	8	Monthly Rate	\$5,000.00	\$40,000.00
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APPRAISAL SERVICES:

Preliminary Appraisal	Use Whole Numbers Only	Estimated No. Hours	630	Fee Per Hour	\$200.00	\$126,000.00
Appraisal Review (Includes Initial & Update)		Estimated No. Hours	231	Fee Per Hour	\$200.00	\$46,200.00

CONDEMNATION SUPPORT SERVICES

Preliminary Condemnation	Estimated No. Parcels	6	Fee Per Parcel	\$2,200.00	\$13,200.00
Condemnation Support	Estimated No. Parcels	6	Fee Per Parcel	\$5,500.00	\$33,000.00

TOTAL SERVICE FEES FOR WORK AUTHORIZATION: \$477,400.00

PRIME PROVIDER NAME: H. W. Lochner, Inc.

TxDOT Function Code (FC) Description	Total
Utility Engineering Investigation (SUE)	\$7,301.13
Utility Adjustment Coordination	\$110,370.10
Utility Engineering	\$81,804.65
Utility Adjustment Monitoring and Verification	\$75,028.44
Project Management and Administration	\$24,521.26
Other Direct Expenses	\$16,762.20
Unit Costs	\$33,630.00
	\$349,417.78

NOTE: This is an estimate of man-hours and unit costs that is based on the level of effort for similar type projects. As we get further into the development of the scope, we will be better able to define the actual number of utilities affected and better determine the actual required effort.

Fee Schedule
Specified Rate and Unit Cost Payment Basis
Attachment "B-2"

PRIME PROVIDER NAME: H. W. Lochner, Inc.														
Description	Project Manager	Senior Engineer	Utility Engineer	EIT	Sr. Engr. Tech.	Engr. Tech.	Sr. Util. Coord.	Util. Coord.	Sr. Util. Field Insp	Util. Field Insp	Admin./ Clerical	Subtotal	% Hrs by FC	Total Labor Cost by FC
Utility Engineering Investigation (SUE)											3	3	6.5%	\$ 273.60
Subsurface Utility Engineering Quality Level A, B, C, D	2		2				4					8	17.4%	\$ 1,348.28
Provide monthly progress reports	2	2	4				4					12	26.1%	\$ 2,040.84
Review test hole locations & advise in developing a locate work plan	2	3					2	2				9	19.6%	\$ 1,647.41
Comprehensive utility plan					4		2	2				8	17.4%	\$ 1,063.16
Return plans, profiles & test hole data & review with the County	1						2					3	6.5%	\$ 535.91
Close-out permits as required							1	2				3	6.5%	\$ 391.93
HOURS SUB-TOTALS	7	5	6	0	4	0	15	6	0	0	3	46	2.23%	\$ 7,301.13
CONTRACT RATE PER HOUR	\$242.25	\$208.05	\$138.23	\$101.26	\$131.10	\$95.33	\$146.83	\$122.55	\$132.53	\$111.01	\$91.20			
TOTAL LABOR COSTS	\$1,695.75	\$1,040.25	\$829.38	\$0.00	\$524.40	\$0.00	\$2,202.45	\$735.30	\$0.00	\$0.00	\$273.60			\$7,301.13
% DISTRIBUTION OF STAFFING	15.2%	10.9%	13.0%	0.0%	8.7%	0.0%	32.6%	13.0%	0.0%	0.0%	6.5%			
SUBTOTAL														\$ 7,301.13
PRIME PROVIDER NAME: H. W. Lochner, Inc.														
TxDOT Function Code (FC) Description	Project Manager	Senior Engineer	Utility Engineer	EIT	Sr. Engr. Tech.	Engr. Tech.	Sr. Util. Coord.	Util. Coord.	Sr. Util. Field Insp	Util. Field Insp	Admin./ Clerical	Subtotal	% Hrs by FC	Total Labor Cost by FC
Utility Adjustment Coordination												0	0.0%	\$ -
Work Plan		8					4	4				16	2.1%	\$ 2,741.92
Initial Project Meeting	8	8					8	8			4	36	4.7%	\$ 6,122.24
External Communications	2	6					12	28			12	60	7.9%	\$ 8,020.56
Permits and Rights of Entry	2	4					12	12			6	36	4.7%	\$ 5,096.46
Progress Meetings (with Utilities)	10	28					72	56				166	21.9%	\$ 25,682.46
As required, present project to utility committees	2	16					24	24				66	8.7%	\$ 10,278.42
Initial project notification letters to all affected utilities and parties	4	2					8	4			8	26	3.4%	\$ 3,779.54
Utility Contact List							2	4			4	10	1.3%	\$ 1,148.66
Advise & Provide illustration of State's project for utility's markup			8	4	8	4	2	4				30	4.0%	\$ 3,724.86
Utility Agreements	8	4	24				92	72				200	26.4%	\$ 28,419.68
Utility Acknowledgement	4		8				6	8				26	3.4%	\$ 3,936.22
Escrow Agreements	2						4					6	0.8%	\$ 1,071.82
Executed Utility Agreement assemblies	1						4	4			6	15	2.0%	\$ 1,866.97
Determine which utility will be installed by "Agreement"	1						4	4				9	1.2%	\$ 1,319.77
Coordinate, review & submit all documentation per 23 CFR 645A							8	12			1	21	2.8%	\$ 2,736.44
Verify utility owners' cost are formatted per 23 CFR Section 645A							8	8				16	2.1%	\$ 2,155.04
Maintain records for all Utility Adjustment Costs							8				12	20	2.6%	\$ 2,269.04
HOURS SUB-TOTALS	44	76	40	4	8	4	278	252	0	0	53	759	36.81%	\$ 110,370.10
CONTRACT RATE PER HOUR	\$242.25	\$208.05	\$138.23	\$101.26	\$131.10	\$95.33	\$146.83	\$122.55	\$132.53	\$111.01	\$91.20			
TOTAL LABOR COSTS	\$10,659.00	\$15,811.80	\$5,529.20	\$405.04	\$1,048.80	\$381.32	\$40,818.74	\$30,882.60	\$0.00	\$0.00	\$4,833.60			\$110,370.10
% DISTRIBUTION OF STAFFING	5.8%	10.0%	5.3%	0.5%	1.1%	0.5%	36.6%	33.2%	0.0%	0.0%	7.0%			
SUBTOTAL														\$ 110,370.10

Fee Schedule
 Specified Rate and Unit Cost Payment Basis
 Attachment "B-2"

PRIME PROVIDER NAME: H. W. Lochner, Inc.														
TxDOT Function Code (FC) Description	Project Manager	Senior Engineer	Utility Engineer	EIT	Sr. Engr. Tech.	Engr. Tech.	Sr. Util. Coord.	Util. Coord.	Sr. Util. Field Insp	Util. Field Insp	Admin./ Clerical	Subtotal	% Hrs by FC	Total Labor Cost by FC
Utility Engineering												0	0.0%	\$ -
Coordination of Engineering Activities	8											8	1.4%	\$ 1,938.00
Utility Layout showing facilities in conflict with State's project	4	6	12	18	12	18					8	78	13.7%	\$ 9,717.48
Utility Layout showing facilities to be abandoned in place			2			2		1				7	1.2%	\$ 883.33
Utility Layout showing facilities meeting UAR requirements		4	6	4			2	1				17	3.0%	\$ 2,482.83
Determine additional facilities in conflict, not shown in SUE		2	2	2	2		2					10	1.8%	\$ 1,450.94
Set up utility coordination meetings								8	2			10	1.8%	\$ 1,419.74
Schedule utility coordination meetings							2				10	12	2.1%	\$ 1,205.66
Utility coordination meeting Agendas	2	4					4				2	12	2.1%	\$ 2,086.42
Establish & promote the desired approach for utility construction	2						4				4	10	1.8%	\$ 1,436.62
Progress Meetings (County/State)	16	14	8				44	28			12	122	21.4%	\$ 18,880.86
Review of Utility's Proposed Adjustments	2	2	16				16	10				46	8.1%	\$ 6,687.06
Evaluate Alternatives	2	4	12				12	8				38	6.7%	\$ 5,717.82
Review Estimates and Schedules	2		20				12	16				50	8.8%	\$ 6,971.86
Review Plans for compliance with UAR and location data			10				10	10				30	5.3%	\$ 4,076.10
Inspect Traffic Control setup		4							8	4		24	4.2%	\$ 3,511.12
Proposed Utility Layout		4	16	16	10							46	8.1%	\$ 5,975.04
Coordinate, develop and/or review PS&E for utilities in base contract	2	4	2				4					12	2.1%	\$ 2,180.48
Utility Certification or Special Provisions report	2		3				6					11	1.9%	\$ 1,780.17
Prepare recommendation for approval of Utility Agreements	1	3					4	4			16	28	4.9%	\$ 3,403.12
HOURS SUB-TOTALS	43	51	109	40	24	20	140	80	8	4	52	571	27.69%	\$ 81,804.65
CONTRACT RATE PER HOUR	\$242.25	\$208.05	\$138.23	\$101.26	\$131.10	\$95.33	\$146.83	\$122.55	\$132.53	\$111.01	\$91.20			
TOTAL LABOR COSTS	\$10,416.75	\$10,610.55	\$15,067.07	\$4,050.40	\$3,146.40	\$1,906.60	\$20,556.20	\$9,804.00	\$1,060.24	\$444.04	\$4,742.40			\$81,804.65
% DISTRIBUTION OF STAFFING	7.5%	8.9%	19.1%	7.0%	4.2%	3.5%	24.5%	14.0%	1.4%	0.7%	9.1%			
SUBTOTAL														\$ 81,804.65
PRIME PROVIDER NAME: H. W. Lochner, Inc.														
TxDOT Function Code (FC) Description	Project Manager	Senior Engineer	Utility Engineer	EIT	Sr. Engr. Tech.	Engr. Tech.	Sr. Util. Coord.	Util. Coord.	Sr. Util. Field Insp	Util. Field Insp	Admin./ Clerical	Subtotal	% Hrs by FC	Total Labor Cost by FC
Utility Adjustment Monitoring and Verification												0		\$ -
Pre-Construction meetings	6	8	8				16		20	6	8	72		\$ 10,619.28
Field verify utility adjustments	8	8	10				24	16	146	80		292		\$ 38,699.60
Insure compliance with TMUTCD, SW3P and other requirements		4							12	10		26		\$ 3,532.66
Status Reports	6						14		10		8	38		\$ 5,564.02
Review Payment Requests	2	4	8				12	9	10	6		51		\$ 7,278.81
Notify the State of demobilization							5				6	11		\$ 1,281.35
As-Built Drawings and GPS File	4	8	8	10			10	4	6		6	56		\$ 8,052.72
HOURS SUB-TOTALS	26	32	34	10	0	0	81	29	204	102	28	546	26.48%	\$ 75,028.44
CONTRACT RATE PER HOUR	\$242.25	\$208.05	\$138.23	\$101.26	\$131.10	\$95.33	\$146.83	\$122.55	\$132.53	\$111.01	\$91.20			
TOTAL LABOR COSTS	\$6,298.50	\$6,657.60	\$4,699.82	\$1,012.60	\$0.00	\$0.00	\$11,893.23	\$3,553.95	\$27,036.12	\$11,323.02	\$2,553.60			\$75,028.44
% DISTRIBUTION OF STAFFING	4.8%	5.9%	6.2%	1.8%	0.0%	0.0%	14.8%	5.3%	37.4%	18.7%	5.1%			
SUBTOTAL														\$ 75,028.44

Fee Schedule
 Specified Rate and Unit Cost Payment Basis
 Attachment "B-2"

PRIME PROVIDER NAME: H. W. Lochner, Inc.														
TxDOT Function Code (FC) Description	Project Manager	Senior Engineer	Utility Engineer	EIT	Sr. Engr. Tech.	Engr. Tech.	Sr. Util. Coord.	Util. Coord.	Sr. Util. Field Insp	Util. Field Insp	Admin./ Clerical	Subtotal	% Hrs by FC	Total Labor Cost by FC
Project Management and Administration														
Project Coordination/Management	4		6				8	4						\$ 3,463.22
Prepare monthly written progress reports for each project	6	12					8				2			\$ 5,307.14
Develop and maintain a detailed project schedule	2	12					8							\$ 4,155.74
Meet on a scheduled basis with the County to review project progress	8	10					10							\$ 5,486.80
Prepare, distribute, and file correspondence	2	2	4				6				2			\$ 2,516.90
Prepare and distribute meeting minutes	2	2					4				4			\$ 1,852.72
Document phone calls and conference calls		2	4				4				2			\$ 1,738.74
HOURS SUB-TOTALS	24	40	14	0	0	0	48	4	0	0	10	140	6.79%	\$ 24,521.26
CONTRACT RATE PER HOUR	\$242.25	\$208.05	\$138.23	\$101.26	\$131.10	\$95.33	\$146.83	\$122.55	\$132.53	\$111.01	\$91.20			
TOTAL LABOR COSTS	\$5,814.00	\$8,322.00	\$1,935.22	\$0.00	\$0.00	\$0.00	\$7,047.84	\$490.20	\$0.00	\$0.00	\$912.00			\$24,521.26
% DISTRIBUTION OF STAFFING	17.1%	28.6%	10.0%	0.0%	0.0%	0.0%	34.3%	2.9%	0.0%	0.0%	7.1%			
SUBTOTAL														\$ 24,521.26
Utility Engineering Investigation (SUE)												46		\$ 7,301.13
Utility Adjustment Coordination												759		\$ 110,370.10
Utility Engineering												571		\$ 81,804.65
Utility Adjustment Monitoring and Verification												546		\$ 75,028.44
Project Management and Administration												140		\$ 24,521.26
SUBTOTAL LABOR EXPENSES												2062		\$ 299,025.58
OTHER DIRECT EXPENSES		# OF UNITS					UNIT							ODE TOTALS
Lodging/Hotel (Taxes/fees not included)		10		\$ 96.00			day/person							\$ 960.00
Lodging/Hotel (Taxes/fees)		10		\$ 30.00			day/person							\$ 300.00
Meals		10		\$ 46.00			day/person							\$ 460.00
Mileage		5000		\$ 0.575			mile							\$ 2,875.00
Standard Postage		30		\$ 0.49			letter							\$ 14.70
Overnight Mail - letter size		20		\$ 15.00			each							\$ 300.00
Overnight Mail - oversized box		10		\$ 100.00			each							\$ 1,000.00
Photocopies B/W (8 1/2" X 11")		500		\$ 0.15			each							\$ 75.00
Photocopies B/W (11" X 17")		500		\$ 0.25			each							\$ 125.00
Photocopies Color (8 1/2" X 11")		10		\$ 1.00			each							\$ 10.00
Photocopies Color (11" X 17")		500		\$ 1.25			each							\$ 625.00
Plots (B/W on Bond)		50		\$ 1.00			square foot							\$ 50.00
Plots (Color on Bond)		50		\$ 1.75			square foot							\$ 87.50
GPS Receiver (rates apply to actual time GPS units are in use)		1		\$ 30.00			hour							\$ 30.00
Traffic Control Services, Arrow Board and Attenuator Truck - Small Project (includes labor, equipment and fuel)		1		\$ 5,150.00			day							\$ 5,150.00
Attenuator trucks - (Lane/Shldr. Closure)(includes labor, equip. & fuel)		1		\$ 1,600.00			day							\$ 1,600.00
Attenuator trucks - (No Lane Closure) (includes labor, equip. and fuel)		1		\$ 1,000.00			day							\$ 1,000.00
Flashing Arrow Board		1		\$ 600.00			each/day							\$ 600.00
Portable Message Board		1		\$ 500.00			each/day							\$ 500.00
Required Permit Fee (non-railroad)		1		\$ 1,000.00			each							\$ 1,000.00
SUBTOTAL DIRECT EXPENSES														\$ 16,762.20
PRIME (H. W. Lochner, Inc.) SUB-TOTALS														\$ 315,787.78

PRIME PROVIDER NAME: H. W. Lochner, Inc.				
Services To Be Provided	# OF UNITS	COST/ UNIT	S.U.E. TESTING	
			UNIT	TOTALS
Vacuum Truck Mobilization/Demobilization	500	\$5.00	Mile	\$ 2,500.00
Level C and D. Includes labor and equipment for records research, CADD, and mapping.	500	\$0.50	L. F.	\$ 250.00
Level B (Designation). Includes labor and equipment for records research, designating, engineering, surveying, and CADD.	5000	\$1.50	L. F.	\$ 7,500.00
Level A (Location, Test Holes). Includes labor and equipment for vacuum excavation, engineering, surveying, and CADD.				
0 to 5 ft.	4	\$1,025.00	Each	\$ 4,100.00
> 5 to 8 ft.	2	\$1,400.00	Each	\$ 2,800.00
> 8 to 13 ft.	1	\$1,700.00	Each	\$ 1,700.00
> 13 to 20 ft.	1	\$2,200.00	Each	\$ 2,200.00
> 20 ft.	25	\$140.00	Vert. Foot	\$ 3,500.00
SUE Field Services - One (1) Designated Person with Equipment	16	\$140.00	Hour	\$ 2,240.00
SUE Field Services - Two (2) Designated Person with Equipment	16	\$185.00	Hour	\$ 2,960.00
One (1) - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included)	8	\$120.00	Hour	\$ 960.00
Two (2) - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included)	8	\$165.00	Hour	\$ 1,320.00
Three (3) - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included)	8	\$200.00	Hour	\$ 1,600.00
Unit Cost SUB-TOTALS (FC 163)				\$ 33,630.00