

HCTSC MEETING
OCTOBER 21, 2020



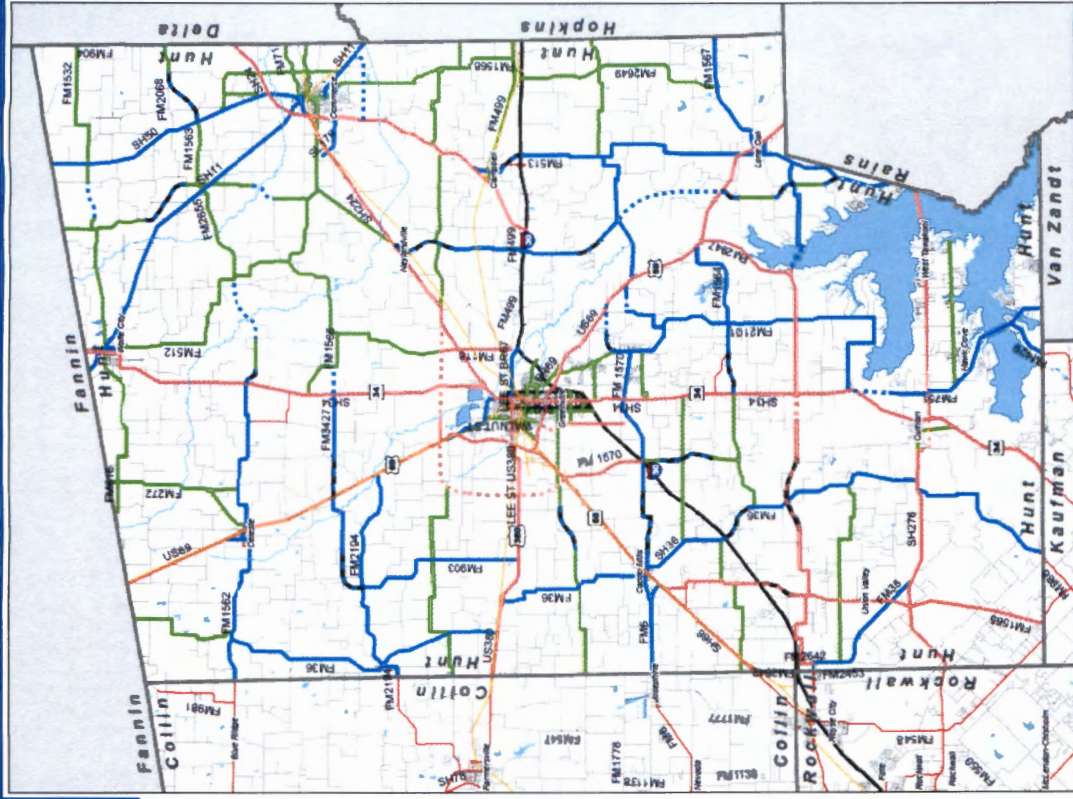
**Item #8 –
Presentation of HC Thoroughfare Plan Proposal**

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By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

16,478

Hunt County Thoroughfare Plan Update

Hunt County 2012 Thoroughfare Plan



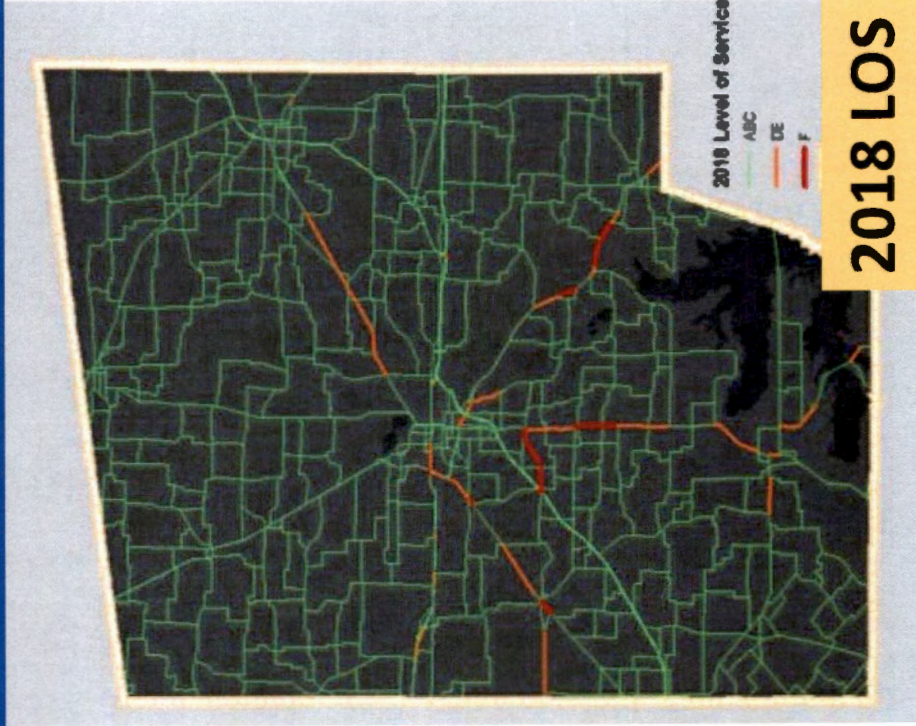
Hunt County Thoroughfare Plan Update

- **Key Issues:**
 - Regional Connections
 - East-West: IH30-SH34, SH34-US 69, north of US380/IH30, options for US 380
 - North-South: SH36, east of SH34 for long-term development
 - County Network: general connectivity, alignment, SH24 and supporting connections
 - Network density for heavy growth and rural level development
 - Network functional classification and corridor preservation
 - Design Standards
 - County Planning Initiatives: Engineering Design Standards, Drainage Design Standards and Subdivision
 - Emphasis on county level network

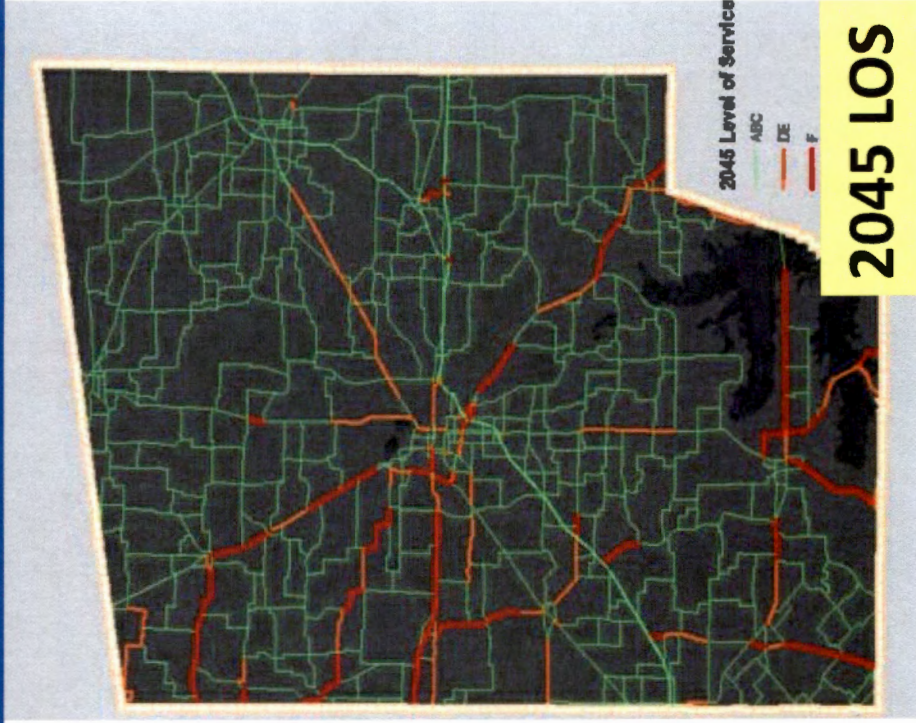


Hunt County Thoroughfare Plan Update

Travel Demand
Model Review
(NCTCOG Model)



2018 LOS



2045 LOS

Hunt County Thoroughfare Plan Update

Work Areas:

- A. Basis for Planning
 - Plan Goals & Objectives
 - Review of Current Plans & Programs
 - Stakeholder Input and Feedback
 - Existing Conditions Analysis
- B. Agency Coordination and Assessment of Needs
 - Network Modeling Review
 - Thoroughfare System Alternatives
 - Agency Coordination
- C. Thoroughfare Plan
 - Functional Road Classification & Design Standards
 - Corridor Preservation/Access Management
 - Action Plan
 - Document and Plan Map



16.478

Hunt County Thoroughfare Plan Scope of Services

Purpose: The purpose of this planning effort is to develop a coordinated thoroughfare plan for the advancement of the county's transportation network with other locally adopted planning documents in Hunt and adjacent counties. Through coordination of other county, municipal, and state planning initiatives, this Plan will serve as a basis to guide decision making for the long-term implementation of mobility and transportation investments within the county. Key to this planning initiative is the leveraging of other study efforts conducted as part of the Hunt County Bond Program, the North Central Texas Council of Governments (NCTCOG), TxDOT, municipal planning, and private sector planning. A sampling of study efforts include:

- Hunt County Bond Program: SH66 Corridor Study, Greenville SH 34 and Southeastern Corridor Planning (FNI)
- NCTCOG: Outer Loop Studies and SH 78 Realignment Study
- Collin County: County Thoroughfare Plan Update, Outer Loop Alignment
- Municipal Plans: (new) Quinlan Comprehensive Plan, Greenville Comprehensive Plan, Commerce Planning, Commerce Plans
- TxDOT: IH-30 Plan, SH 34, US 380 Planning
- TxDOT: IH30/SH24 Interchange
- Development Plans: Walton Development, Royce City Area Development
- Agency: Adjacent County Plans (Collin, Kaufman, Rockwall, etc.), Lake Tawakoni Water Transmission Line, Power and Gas Transmission Lines

While regional planning initiatives by NCTCOG and TxDOT will be used as a framework for the development of Hunt County Planning, emphasis will be placed on the County system networks and its needs to adequately support growth and development over the next 20 years. Key issues to address include:

- Better Connections – aligning of the county road network for better connectivity.
 - o East-West connectivity such as between IH 30-SH 34, SH 34-US 69, sector of the county north of US380/IH30, supplemental options to US 380, network connectivity south of the IH30/SH24 interchange area
 - o North-South connectivity, such as SH 36, along the western edge of Hunt County, supplemental connections east of SH34 for long-term development
- Incorporation of county planning initiatives of the County Subdivision Regulations, Engineering Design Standards, and Drainage Design Standards into roadway functional classification standards and thoroughfare network design parameters.
- Establishment of appropriate rights-of-way by functional class for corridor preservation.
- Appropriate density of network to address both heavy growth needs in the western sector of the county and needs for rural level development
- Updated Thoroughfare Plan for policy level decisions and commitments of transportation improvements.

The development of this plan will be rooted in established vision and goals for long-term mobility, evaluation of current transportation programming, identification of network needs, and culminate with a thoroughfare plan document (and map) to advance long-term transportation improvements. The plan will, at the request of the County Judge, be coordinated through the County Transportation Steering Committee and culminate in a public hearing with the County Commissioners Court. The following defines key project planning work areas.

Understanding: Hunt County is experiencing rapid growth and development. To support future growth, this planning effort will be aimed at establishing appropriate connectivity of the county roadway network

with other municipal, agency and adjacent county plans. The density of the defined network will vary based on the intensity of development forecasted to occur over the next twenty-year period, however it will have an eye towards continued long-term development of the county.

The adopted plan will ultimately provide a statement of policy regarding the general location and size of the thoroughfare network and serve as a basis for defining transportation improvements over time and through the development process.

Work Area A: Basis for the Plan

Task A.1 - Thoroughfare Plan Goals and Objectives

The development of a set of broad-based, clearly stated transportation goals and objectives will provide the County with the impetus from which policy actions can be developed to implement the plan. Plan goals may be situated among guiding tenants that include providing effective mobility, maintaining, and improving existing infrastructure, fiscal stewardship, and enhancing economic vitality. The initiation of the development of plan goals would be facilitated through input from the County Transportation Steering Committee (TSC) to the County Judge.

Task A.1.1 –Identify Plan Goals and Vision

FNI will meet with the TSC to initially identify key issues affecting long-term transportation growth as well as, define an initial set of goals for the plan. An overarching vision statement will be developed from which key plan goals will be prepared.

Task A.1.2 – Prepare Objectives to Attain the Goals

Based on identified goals, draft specific objectives for achieving stated goals. These objectives will ultimately be used for assessment of identification of specific proposed transportation improvements. Based on the identified objectives, a set of performance measures will be developed to facilitate implementation of established objectives of the Plan.

Task A.2 – Review Current Plans and Programs

Coordinate and collect relevant transportation planning documents from TxDOT, NCTCOG, and other agencies, adjacent counties, and cities and towns within the county. If necessary, the County will support in obtaining planning documentation. Planning work to be gathered include previous county and city transportation plans, regional or sub-regional planning and programming for highways, and capital improvement planning documents. Data from adjacent Counties will include Collin, Rockwall, Kaufman, Van Zant, Rains, Hopkins, Delta, and Fannin. Data collected of transportation planning documents will be summarized in the form of a matrix. Available electronic data (mapping and associated attributes) will be assembled into a project level GIS database using ArcGIS. For any pertinent data not in GIS format and deemed critical or required from outside sources, FNI will prepare and submit a cost estimate to the County to obtain such data as an additional service and cost.

FNI will also collaborate with the County Bond Program to document committed (funded) and planned improvements or other initiatives for the current thoroughfare system. Based on data, FNI will then assess the existing and committed system to identify any shortcomings or perceived issues with mobility, safety and congestion needed to attain short and long-range goals of the Plan. The assessments will consider how the existing facilities and policies are currently meeting the guiding principles, goals, and objectives identified for the project. Issues will be identified in this assessment and potential improvements formulated for discussion with the TSC and the County.

Task A.3 – Stakeholder Input and Feedback

Task A.3.1 –Project Steering Committee

FNI will work with the County Transportation Steering Committee who will serve to; offer planning and input decisions, provide feedback to project technical development, receive and assess reports, coordinate with respective offices, and provide input to project related matters. Meetings will be structured to allow Steering Committee members to freely participate, particularly when project milestones or project issues warrant input and/or concurrence. FNI will prepare meeting agendas, informational materials including presentations and/or exhibits, and provide meeting minutes. The County will assist to provide a suitable location for meetings. Up to four (4) meetings are envisioned with the Steering Committee. Meeting dates will be defined during scheduling development and are envisioned to occur at, initial input, assessment of existing conditions, network forecasts and systems alternatives, implementation strategies, draft Plan, and draft final Plan.

Task A.3.2 –Stakeholder Input

FNI will conduct input meetings to identify key current transportation issues or areas of concern within the county, key mobility needs and desires for long-term thoroughfare improvements from communities, stakeholders, and affected agencies. FNI will provide discussion materials and mapping to solicit input to the thoroughfare plan process.

Task A.3.2.1 – Conduct up to two (2) meetings to meet with County Commissioners and the County Judge individually. If possible, meetings will be scheduled to occur within a working day.

Task A.3.2.2 – Conduct up to two (2) four-hour meetings to obtain input from individual cities, agencies, ISD's, and key developers within the county. These meetings will occur at centralized locations within the county. Participating cities or stakeholders will have individual appointments of up to 30-minutes for representatives to provide transportation related input. FNI will coordinate stakeholder appointments. The County's assigned Project Coordinator will assist FNI to provide contact information of affected stakeholders and coordinate/secure meeting locations.

Task A.3.2.3 – Conduct one (1) round of Town Hall meetings in the county to solicit input from residents in the County. This round will consist of up to four (4) individual meetings, one per Commissioner Precinct for citizen input. Each meeting will up to three hours and consist of an initial open, general presentation and break out session (stations for residents to visit with up to three project staffers), and a general Question/Answer session and wrap-up. A sign-in table will provide for sign-in, nametags and current plan information on one 8"x11" page. These meetings will occur at a centralized location within each Precinct.

Note: The number of meetings (four) in Task A.3.2.3, Town Hall input above, may be used interchangeably with Task C.3.2.1, Draft Plan Town Hall (two meetings), to support public outreach. If desired, two (2) Town Hall meetings may be held (combined Precincts) in the public input phase of planning, with the other two deferred as part of the "Draft Plan" rollout for public input/comment.

A summary listing of key issues will be documented for use in the planning process. Hunt County will support the project in noticing and securing meeting locations.

Task A.4: Documentation of Existing Issues

FNI will conduct a limited documentation of existing transportation system issues and conditions. This data will form a basis for recommended improvements. Data from A.3 will facilitate key mobility issues, trends and/or safety concerns. FNI will coordinate with the North Central Texas Council of Governments (NCTCOG) for use of developed data from the recently adopted Mobility 2045 travel demand model to use as a basis for evaluation of existing conditions and determination of future needs in Work Area B.

Task A.4.1- Existing Roadway Operations

Document the existing roadway operations represented in travel forecast modeling by NCTCOG or TxDOT for purposes of link level volume-to-capacity analysis of the county arterial roadway network. The County will make available to FNI available traffic count data and roadway conditions information for roadways in Hunt County. FNI will prepare maps graphically representing the functional classifications, number of lanes and data of available traffic volumes. FNI will compare this information with known attributes of the existing roadway network and enhance the documentation of existing conditions as needed to establish a more accurate baseline. Data from the NCTCOG travel demand model will be obtained for purposes of documenting current congestion levels (Level of Service mapping).

Task A.4.2- Document and Review Existing Roadway Conditions

Document the existing roadway conditions by compiling available data provided by Hunt County regarding pavement conditions index, bridge sufficiency ratings, railroad crossings, crash data and other pertinent data. Prepare maps graphically representing these roadway network attributes. FNI will assist in defining relevant information from Hunt County, available Precinct or TxDOT data.

Work Area B: Agency Coordination/Assessment of Needs

The identification of needs and issues to be addressed by the Thoroughfare Plan will be based on analysis of network performance and input received through Task A-Stakeholder Input. Using available travel forecast data, assessment of existing conditions, and input from the stakeholders, FNI will identify transportation system needs. System needs will consider; county population growth/development trends, current and future major generators, functional system connectivity, and other considerations addressing mobility needs, safety issues and other long-range considerations.

Task B.1 – Network Modeling Review

FNI will review NCTCOG forecasted 2045 volume to define key system issues and needs as a result of existing and committed improvements by the NCTCOG. If available, FNI will review supplementary modeling of other corridor planning initiatives (i.e., Outer Loop) for implications to the Hunt County roadway network. As appropriate, FNI will use technical methods, such as a screen line analysis, for defining sufficiency of defined corridor capacity.

Task B.2 – Thoroughfare System Alternatives

FNI will identify strategies and system alternatives to address the system growth and needs as well as, transportation planning issues identified in discussions with city, town, county, regional and state agency leaders. Alternatives will be developed and presented to the County for comment and/or refinement. Based on feedback, strategies will then be refined, as appropriate. Strategies will be limited to large-scale system improvements to provide a high-level assessment. Example scenarios might include major new regional roadway enhancements versus “status quo” improvements, supplemental system networks versus regional enhancements, or targeted land use strategies versus typical growth. The current Hunt County Transportation Plan will serve as a basis for defining potential alternatives.

Task B.3 – County and Agency Coordination

Transportation system recommendations will be vetted with current county initiatives and committed regional or state planning initiatives to ensure recommended improvements build upon approved commitments. FNI will coordinate with the County, TxDOT and/or key stakeholders to review and confirm strategies developed as part of Task B.2. Up to two (2) meetings will be held.

Work Area C: Thoroughfare Plan

Task C.1 – Thoroughfare Plan and Functional Street Classifications

Based on projected needs, FNI will define/update the thoroughfare network and functional classifications, as necessary to facilitate long-term mobility needs of the county. Consideration will be given to definition of urban and rural classifications and typical sections that may be desired to address adjacent land context. A matrix depicting various street types by functional class will also be prepared to convey flexibility in sections by street class. Roadway functional class will be depicted graphically on the thoroughfare plan map as well as in written format to support plan documentation. Roadway functional class, associated lane configuration and associated right-of-way will be depicted on the plan map (i.e., Major Arterial – 6-lane Divided, 120' ROW).

Task C.1.1 – Design Standards

General design sections will be prepared each functional classification and the ranges of sections that may be developed in Task C.1. Design sections will be provided both graphically and in table format to support plan documentation. Design standards to be included; roadway type (class and divided/undivided), right-of-way, pavement width, turn lanes and width, median and parkway width, presence of sidewalks and width, roadway spacing, design speed and general horizontal and vertical design parameters. Design standards will be coordinated with other current planning initiatives by the County, such as the County Engineering Design Standards and update of the County Subdivision Regulations. Design Standards will be reviewed by the TSC prior to public distribution in the plan document.

Task C.1.2 – Corridor/Access Management Strategies

Corridor carrying capacity has a direct correlation with the amount and presence of intersecting streets, curb-cuts, driveways, and median openings (as appropriate). This portion of the plan will focus on fundamental design parameters necessary to maximize the effectiveness of key corridors within the county. Tables detailing such general design considerations by functional class will be included in the plan. With a range of standards possible, a best practices approach will be provided.

Task C.2 – Framework for Policies and Programs

The development of an action plan listing recommended strategies will be prepared as part of an implementation matrix. Action items defined will be correlated with specific goals and objectives defined as part of the plan visioning/goals process at the outset of the study. Additional information to be detailed includes, responsible and supporting agencies, potential funding sources and generalized time frame for implementation (short, medium long-range action).

Task C.2.1 – Definition of Critical Projects

FNI will develop a list of critical projects aimed at achieving action goals prepared at the outset of the planning process. This projects list will highlight recommended projects and key initiatives necessary to initiate key initiatives for a short and long-range perspective.

Task C.2.2 – Funding Strategies

FNI will identify potential funding sources to facilitate implementation of essential plan improvements. Current funding sources as well as potential partnerships and/or special funding mechanisms will also be identified. Potential funding sources will also be listed on the implementation matrix of specific actions.

Task C.3 – Documentation and Presentation

Documentation of the plan will be prepared for county review and then for public viewing as part of the Thoroughfare Plan adoption process.

Task C.3.1 – Thoroughfare Plan Document

The Thoroughfare Plan will contain both a plan map and supporting documentation, with appropriate supporting graphics and tables to support the presentation of the information. The plan document will include:

- Executive Summary to provide a high-level overview of the Thoroughfare Plan
- Introduction, background, and goals and objectives,
- Review of Current Plans Programs,
- Existing Transportation Conditions and Issues,
- Thoroughfare Needs and Coordination,
- Thoroughfare Plan with functional classifications and typical design standards,
- Recommendations and Implementation Strategies

The plan map will include both a report sized map suitable for report reproduction and a large-scale plan overlaid on aerial imagery. Both mapping products will contain functional classification and generalized section information.

Draft Plan for Transportation Steering Committee Review/Comment

Ten (10) copies and an electronic version, in PDF format, of a first draft plan will be prepared and submitted to the TSC and County for review and comment. Based on comments by the TSC, a “draft final plan” will be prepared.

Draft Final Plan for Commissioners Court/Public Hearing

Ten (10) copies of a revised draft (“final draft”) and an electronic version in PDF format will be prepared and presented to the County Commissioners Court for public hearing and consideration. Large scale hardcopy maps will also be prepared to support a presentation delivered by FNI.

Adopted Final Plan for Hunt County

One (1) electronic version (“Adopted Plan”) of Plan documents and Thoroughfare Plan Map (both document size and large-scale map) in PDF format, will be prepared and submitted to the County. Electronic GIS shapefiles and map packages of the final Thoroughfare Plan Map will also be provided to the County.

Task C.3.2 – Plan Presentations

FNI will attend and participate in, as requested by the County, the presentation of the Thoroughfare Plan at Commissioners Court. Up to two (2) public meetings for FNI participation are included in this task.

Task C.3.2.1 - Draft Plan Town Hall. One (1) round, consisting of two individual meetings, of public meeting will be held to solicit input to the developed draft plan. Dependent on the finalized public outreach plan established in Task A.3.2, and more specifically Task A.3.2.2, either two or

four (4) individual meetings will be held to roll out the draft plan and solicit feedback from the public. At the outset of the project, the County will define the desired use of public input meetings as part of the public outreach plan. The County will assist to secure meeting locations and provide input as to the recommended start time of meetings. FNI will summarize key public input to the draft plan for dissemination and comment by the TSC. FNI will address comments as directed by the TSC for recommendation to the County Judge and presentation with the Commissioners Court.

Task C.3.2.2 - Final Plan Public Hearing. FNI will attend one (1) public hearing with the Commissioners Court. Subject to Commissioner Court recommendations, a report will be prepared and one (1) electronic PDF version of the Plan will be submitted. GIS files will also be made available to the County.

Work Area D: Project Management and Coordination

FNI will initiate the study by formulating an operations plan from which key management, coordination and scheduling will be undertaken. Establishing the framework from which project planning will be undertaken will help not only to facilitate project planning activities, but also coordination of activities of other key intergovernmental agencies that may affect county planning as well as, a concurring public involvement program.

Task D.1 – Project Management and Coordination

FNI Project Manager will develop a project-operations plan detailing project task, task deliverables, schedule, critical milestones, line of communication, and task budgets. A critical path of tasks/milestones will be prepared to detail task efforts as well as identify resource loading needs to meet project schedule requirements. A project initiation meeting will be held with County staff to review the approach to the scope of work, project schedule, and project communications and reviews. Project coordination conference calls between FNI and the County Project Coordinator will be scheduled to support the project planning process. FNI will hold up to four (4) one-hour quarterly videoconferences to convey critical project information and schedule to the County, TSC and or Commissioners Court.

Summary of Meetings

The following summarizes meetings to be held as part of this scope of services, as indicated in the work area descriptions. For each meeting, FNI will prepare presentation and/or mapping materials, as appropriate. Brief meeting summaries will be prepared for each meeting to document, agenda, attendance, and key actions undertaken. A combined total of up to twenty-four (22) project input, project coordination, Town Hall, and public hearing meetings are included in this project.

- Project Initiation/Kick-Off Mtg (Task D.1) – 1 meeting
- Project Transportation Steering Committee Meetings (Task A.3.1) – 3 meetings
- Commissioner/ Stakeholder Input (Task A.3.2.1) – up to 2 meetings
- City/Agency Input Meetings (Task 3.2.2) – 2 meetings
- Public Input Town Hall (Task 3.2.3) – 1 round with 4 meetings*
- County/Agency Coordination Meetings (Task B.4) – up to 2 meetings
- Town Hall - Draft Plan Rollout (Task C.3.2.1) – 1 round with 2 meetings*
- Commissioner Court/Public Hearing (Task C.3.2.2) – 1 meeting
- Project Management/Coordination, Quarterly Meetings (Task D.1) - up to 4 video-conferences

** Interchangeable number of meetings between the two tasks.*

Reports and Documents

All documents will be prepared using Microsoft Word software. To ensure retention of proper formatting, submittals to the County will be made via PDF electronic file format. All mapping will be created in ESRI

ArcMap10.7 software and copies of maps transmitted via PDF format. At the conclusion of the study, electronic files will be submitted to the County for use as desired.

Project Schedule

The defined scope of services, exclusive of public hearings, will be prepared in 12-14 months of notice-to-proceed. With the uncertainty of public noticing requirements, an additional 1-2 months for the public hearing process is anticipated.

Project Fee

The defined scope of services, as defined above, will be prepared for a lump sum fee of \$145,000. Additional services may be added and will be billed on a time and expense basis. Any out-of-scope work or additional services will require a written scope and written approval in advance of the conduct of such work.

Hunt County Thoroughfare Plan Optional Services

Other detailed planning services may be desired by the County in the review and development of an updated Thoroughfare Plan. As desired, such services will be provided at the request of Hunt County in the form of a Project Amendment with agreement of work effort and cost and written notice to proceed. As part of project, FNI would coordinate in advance with NCTCOG thru the Technical Assistance Program for this support. FNI would assist the County in drafting a letter of request for such service.

A. Network Modeling Enhancement

Refinement of the NCTCOG travel demand model will be initiated for the providing technical support for defining supporting system and/or sub-area need. FNI will coordinate with NCTCOG for the conduct of up to two (2) travel demand forecasts with data prepared below. It is assumed that NCTCOG will have the ability to comply with the Hunt County Thoroughfare Plan project schedule.

Task 1 – Compile NCTCOG Model Demographics for Review

The FNI Team will prepare maps of baseline and future population and employment (basic, retail and service) including density and net change maps by traffic survey zone (TSZ; geographical zones used in the travel demand modeling process) for review with county staff. As part of an identified TSC meeting, review land use representation (demographics) in the model.

Task 2 – Compile NCTCOG Model Network Representation for Review

The FNI Team will prepare maps of baseline and future roadway network, centroid connectors and forecast traffic volumes for review and discussion with County staff. Assess TSZ centroid connectors to the roadway network linkage and resulting traffic loadings to see if they are reasonable relative to current travel demands. Future volumes on the network will be compared to existing network volumes to see if the traffic growth projected is reasonable. As part of an identified TSC meeting, review the roadway network representation in the model.

Task 3 – Prepare Needed Enhancements to the 2045 NCTCOG Model

Compile the issues identified in Tasks 4.1 and 4.2 to create a set of modifications to the demographics and network representation in the 2045 NCTCOG model. NCTCOG will input the modifications and run the refined model, and then provide the FNI team with updated key output statistics and model results. Any residual differences between County staff opinions of demographics and growth and the NCTCOG representation will be noted and considered during subsequent analysis.

Task 4 – Analysis of Modeled 2045 Network

The performance of the refined 2045 transportation network will be summarized by FNI, and areas in need of roadway infrastructure recommendations will be identified. The FNI Team will work collaboratively with Hunt County to identify targeted linkage modifications for the model to assess potential infrastructure improvements.

Task 5 – County Network Recommendations

Based on modeled output and collaboration with Hunt County, FNI will provide network recommendations for supporting network systems and/or sub area needs.

B. Additional Meetings

This task is aimed at supporting the update of the Thoroughfare Plan at a variety of levels including:

- Committee Meetings
- Commissioner Court Workshops
- Commissioner Court Public Hearings
- Town Hall Meetings (public or virtual meetings aimed at soliciting additional public input)
- Special Group Meetings (Chamber of Commerce, Economic Development Corporations, etc.)
- City Council Meeting to discuss specific issues with any respective municipal City Councils

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Hundred Forty Four Thousand Three Hundred Eighty Eight Dollars (\$144,388).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	74	133
Professional 2	87	141
Professional 3	105	202
Professional 4	138	217
Professional 5	172	320
Professional 6	180	357
Construction Manager 1	85	158
Construction Manager 2	99	169
Construction Manager 3	139	199
Construction Manager 4	188	257
CAD Technician/Designer 1	61	134
CAD Technician/Designer 2	90	139
CAD Technician/Designer 3	120	184
Corporate Project Support 1	46	112
Corporate Project Support 2	65	153
Corporate Project Support 3	90	237
Intern / Coop	39	77

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>		
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$100
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)	\$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day)	\$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day)	\$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each)	\$500
				Backpack Electrofisher (each)	\$1,000
				<u>Survey Grade Standard</u>	
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2020.

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Client as used herein refers to the Hunt County, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
- 2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability		Workers' Compensation
General Aggregate	\$2,000,000	As required by Statute
Automobile Liability (Any Auto)		Professional Liability
CSL	\$1,000,000	\$3,000,000 Annual Aggregate
- 7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
- 9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

- 10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
- 11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
- 12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
- 13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

- 14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
- 15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

- 16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

#16,478

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by Hunt County, Texas, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Hunt County Thoroughfare Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of One Hundred Forty-Five Thousand Dollars, \$145,000.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: [Signature]

Edmund Haas, Vice-President
Print Name and Title

Date: September 15, 2020

ATTEST: [Signature]

Hunt County, Texas

By: [Signature]

Bobby W. Stovall
Print Name and Title

Date: Nov. 10 2020

ATTEST: [Signature]

FILED FOR RECORD
at 10:30 o'clock 2 M

NOV 30 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]

