

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
TO PROVIDE ENGINEERING, ENVIRONMENTAL SERVICES AND TIGER GRANT
APPLICATION FOR CRABB RIVER ROAD (FM 2759) AND FM 762**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and IDC INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about September 1, 2009, County and Engineer entered a Professional Services Agreement, hereinafter referred to as “the Agreement,” to provided engineering, environmental services and TIGER Grant application for Crabb River Road (FM 2759) and FM 762, located in Fort Bend County, Texas, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement for additional environmental services and preliminary engineering for Phase I for the widening of Crabb River Road that was not included in Engineer’s original scope of services for the Project, as further described in Exhibit A and as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section VII, County shall pay to Engineer an amount not to exceed \$689,281.00, including all reimbursable expenses, if any. Engineer’s compensation shall be allocated as follows:

- A. \$575,000.00 for services provided under the Agreement;
- B. \$25,000 for preparation of the TIGER Grant Application as provided under the Agreement; and
- C. \$89,281.00 for additional services provided under this First Amendment and Exhibit A.”

2. Section VII of the Agreement is hereby amended as follows:

7.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement

being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$689,281.00 including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.”

7.02 “Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$689,281.00 for described scope of services in all executed Work Authorizations.”

3. Attached hereto is Exhibit A – letter from Engineer dated June 14, 2010, regarding the additional services, Exhibit B – additional services provided by a subcontractor of Engineer, and Exhibit C – the Agreement between County and Engineer dated September 1, 2009, all incorporated by reference as if set forth therein verbatim for all purposes.
4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.
6. If there is a conflict between this Exhibit A & B, and the Agreement and First Amendment, the provisions of this First Amendment and the Agreement shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

Attest:

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier, Fort Bend County Engineer

Date

ENGINEER: IDCUS Inc. dba IDC, Inc.

Jim Gonzales, President

Date

Attest:

MER:Engineering Services Agreement.IDC.Crabb River/FM 762.3883.First Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$689,281.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Letter from Engineer dated June 14, 2010
Exhibit B: Additional services provided by Parsons Brinckerhoff
Exhibit C: Agreement between County and Engineer dated September 1, 2009

EXHIBIT A



Planners - Engineers - Program Managers

June 14, 2010

Mr. Jesse Hegemier, P.E.
Fort Bend County Engineer
1124-52 Blume Road
Rosenberg, Texas 77571-1449

Re: FM2759/FM762 (Crabb River Road) Improvements
Contract Modification Proposal
Additional Environmental Services, and Concept Study for Phase 1 Construction
Improvement Alternatives

Dear Mr. Hegemier:

IDC Inc. (IDC) is pleased to submit this proposal to provide additional environmental services and preliminary engineering for Phase 1 construction of the widening of Crabb River Road. The scope of work includes conducting a public hearing, preparing the FONSI document, conducting an archeology survey adjacent to the Sansbury cemetery, preparing concept layout and value engineering for Phase 1 construction, and traffic engineering study at the Sansbury Road intersection.

Included in this cost proposal is the detailed scope of work and costs for IDC, environmental subconsultants Parsons Brinckerhoff (PB) and PBS&J, and traffic engineering subconsultant Huit-Zollars. The cost for these services is a lump sum amount of \$89,281.00.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Janak", is written over a horizontal line.

Larry F. Janak, P.E.
Executive Vice President

CONTRACT MODIFICATION

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services for Additional Environmental Services and Concept Study for Phase 1 Construction Improvement Alternatives

FM 2759/FM 762 Crabb River Road Improvement Project

From US 59 (Southwest Freeway) to South of LCISD New HS/JHS Site

SCOPE OF SERVICES

This contract modification is for additional environmental work and for a concept study for Phase 1 construction improvement alternatives not included in the original scope.

FHWA approval to conduct a Public Hearing for the Crabb River Road project is anticipated this summer. This contract modification includes the work necessary to prepare for the hearing, conduct the hearing and write the hearing summary report. Subsequent to execution of this contract, FHWA changed the format required for the FONSI document. The new federal format increased the work necessary to prepare the document. In the vicinity of Sansbury Cemetery, TxDOT has determined that an archeology survey is needed in the ROW adjacent to the cemetery. This is additional work not included in the original scope.

The County is considering phased construction of the Crabb River Road project. Phase I would widen the existing 2 and 3 lane asphalt pavement to a 4 lane divided roadway from US 59 to south of the LCISD High School/Junior High School complex. Work includes preparing an open ditch concept layout for Phase I construction improvements, perform a Value Engineering study comparing cost of storm sewer vs. cost of additional ROW from BNSF RR to the south end of LCISD HS/JHS complex, conducting coordination meetings with the County, TxDOT, other stakeholders, and affected property owners to develop phase I concept plans, and to prepare new construction cost estimates for Phase I concept alternatives.

This contract modification also includes obtaining traffic counts and performing a turning movement study for turn lanes at the intersection of Sansbury Blvd. with Crabb River Road.

ATTACHMENT
FEE SCHEDULE
CONTRACT MODIFICATION
ADDITIONAL ENVIRONMENTAL SERVICES
AND
PHASE 1 CONSTRUCTION PRELIMINARY ENGINEERING
FM2759/FM762 (CRABB RIVER ROAD IMPROVEMENTS
6/4/2010)

IDC

Task Description	Principal	Project Manager	Project Engineer	Designer	CADD Tech.	Clerical	Total Labor (Hours)	Direct Labor (Dollars)	Overhead 161.00% (Dollars)	Fixed Fee 12% (Dollars)	Total Amount (Dollars)
I. Project Management											
F. Coord Phase 1 Preliminary Engineering with TxDOT	2	6	12	12	0	6	30	\$1,536	\$2,473	\$481	\$4,490
Subtotal	2	6	12	12	0	6	30	1,536	2,473	481	4,490
V. Design Schematic											
O. Prepare Phase I Concept Drawing			8	24			8	\$440	\$708	\$138	\$1,286
P. Perform VE Study for Stm Swr vs Open Ditch South of BNSFRR	2	6	24	24			58	\$2,740	\$4,411	\$858	\$8,010
Q. Coord. Meetings with County for Phase I Concept	2	8	12	8			30	\$1,568	\$2,524	\$491	\$4,584
R. Preliminary Construction Cost Estimate for Phase 1		4	16	20			40	\$1,776	\$2,859	\$555	\$5,192
Subtotal	4	20	60	52	0	0	138	\$6,524	\$10,504	\$2,043	\$19,071

VI. Environmental Assessment

A. Administer Contract		4					4	\$352	\$567	\$110	\$1,029
B. Coordinate ENV work		12	8				20	\$1,208	\$1,945	\$378	\$3,531
C. Public Meeting		4	8	16	4		32	\$1,800	\$2,898	\$564	\$5,262
Subtotal	4	24	24	4	0	4	60	\$3,360	\$5,410	\$1,052	\$9,822

Total Labor

Unit	Qty	Unit	Cost
Job	1	\$100	\$100
MI	600	\$0.55	\$330
Job	1	\$1,000	\$1,000
Total Direct Costs			\$1,430

TOTAL IDC COSTS

Firm	Task	Cost	Total Amount (Dollars)
PBS&J (Task VI. ENV)			
Archeological Survey Adjacent to Cemetery		\$9,504	
Public Hearing Expenses		\$4,897	
		\$1,004	
Total			\$15,405

PB&D (Task VI. ENV)

1. Conduct Public Hearing		\$16,227	
2. Prepare FONSI document		\$6,368	
3. Expenses		\$13,238	
Total			\$35,833

Hutt-Zollana (Task IV.H)

1. Obtain Traffic Counts and Determine Turning Lane Movements		\$3,000	
Total			\$3,000

TOTAL PROJECT



\$99,281

EXHIBIT B
ADDITIONAL SERVICES TO BE PROVIDED BY PARSONS BRINCKERHOFF
Crabb River Road Expansion – Environmental Assessment
April 23, 2010

The additional work to be performed by Parsons Brinckerhoff (PB) shall consist of conducting a Public Hearing and preparing a Finding of No Significant Impact (FONSI) document. The environmental work required is described below.

TASK DESCRIPTION

Task 1 – Conducting a Public Hearing for the Environmental Assessment

In response to the need for a public hearing, this effort includes legal notice and ad placement expenses as well as ad placement verification procedures, pre-meeting planning, TxDOT coordination meetings, mailing/notification lists, mailings, meeting facility arrangements, court reporter coordination, public hearing attendance, hearing summary documentation and community follow-up. The following efforts are required to complete the project:

- Preparation and verification of legal notices and advertisements
- Conduct community-based research on issues and concerns
- Participate in TxDOT coordination meetings to prepare for the hearing
- Research and book public hearing facility
- Arrange for court reporter and translator
- Conduct property owner verification
- Assemble and verify public hearing mailing lists
- Prepare public hearing presentation and scripts plus respond to TxDOT comments
- Attend hearing and set up in advance
- Prepare public hearing summary document

Task 2 – Preparation of FONSI Document for FHWA Signature

The Federal Highway Administration (FHWA) requires the preparation (by others) of a FONSI document consisting of multiple pages. The FONSI is a separate document that clearly sets forth FHWA's conclusions and identifies the basis for the decision. The FONSI will document compliance with NEPA and other applicable environmental laws, executive orders, and related requirements, and it will document environmental commitments and mitigation measures agreed to by Fort Bend County, TxDOT and FHWA. The FONSI document will include, at minimum:

- Project Description
- Project History
- Proposed Impacts and Mitigation Commitments, including those regarding:
 - Land Use
 - Relocations and Right-of-Way Acquisition
 - Community Cohesion
 - Environmental Justice
 - Air Quality

- Traffic Noise
- Water Quality (including Section 401 Compliance and Texas Pollutant Discharge Elimination System)
- Floodplains
- Wetlands and Waters of the U.S.
- Vegetation and Wildlife Habitat (including Migratory Birds and Essential Fish Habitat)
- Threatened and Endangered Species
- Migratory Birds
- Cultural Resources
- Section 4(f)/6(f) Properties
- Hazardous Materials
- Summary of Indirect and Cumulative Impacts
- Monitoring of Enforcement
- Conclusion
- Determination

All work associated with these additional services shall conform to the applicable requirements of TxDOT and FHWA. Following issuance of a FONSI by FHWA, a Notice of Availability of the FONSI and EA will be prepared, published and mailed, in coordination with TxDOT and Fort Bend County.

PARSONS BRINCKERHOFF

35,833

Parsons Brinckerhoff Crabb River Road EA

Summary of Direct Expense Estimate

ATTACHMENT B

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare		RT	\$ 300.00	\$ -
Mileage	500	MILE	\$ 0.50	\$ 250.00
Digital Camera Usage	1	DAY	\$ 7.00	\$ 7.00
Printing and Photocopying				\$ -
-Photocopies 8.5 x 11	400	EA	\$ 0.10	\$ 40.00
-Photocopies 11 x 17	25	EA	\$ 0.15	\$ 3.75
-Color Photocopies 8.5 x 11	50	EA	\$ 1.00	\$ 50.00
- Color Photocopies 11 x 17	25	EA	\$ 1.00	\$ 25.00
Plots				\$ -
-Bond (B/W)		SF		\$ -
-Mylar (B/W)		SF		\$ -
-Bond (Color)		SF		\$ -
-Mylar (Color)		SF		\$ -
-Color Paper (photo Quality)		SF		\$ -
Lodging (per person)	1	DAY	\$ 85.00	\$ 85.00
Meals (per person)	2	DAY	\$ 36.00	\$ 72.00
Car Rental	2	DAY	\$ 65.00	\$ 130.00
Editing		HR	\$ 65.00	\$ -
Mailings/Postage	100	LS	\$ 0.47	\$ 47.00
Public Hearing Facility	1	DAY	\$ 1,000.00	\$ 1,000.00
Audio/Video Rental	1	DAY	\$ 750.00	\$ 750.00
Newspaper Advertisements	1	EA	\$ 5,000.00	\$ 5,000.00
Dec 2009 Public Meeting Advertisements	1	EA	\$ 4,627.80	\$ 4,627.80
Overnight Delivery Services	10	EA	\$ 15.00	\$ 150.00
Miscellaneous				\$ 1,000.00

TOTAL EXPENSES \$ 13,237.55



An employee-owned company

May 17, 2010

Mr. Larry Janak, PE
11111 Wilcrest Green, Suite 250
Houston, Texas 77042

Subject: Additional Services for the Crabb River Road Widening Project, Fort Bend County, Texas.

Dear Mr. Janak:

A Professional Services Agreement, signed and dated October 26, 2009, included a Scope of Services indicating the following tasks that PBS&J would be responsible to complete as part of the Crabb River Road Widening Project: 1) Environmental Constraints Map, 2) Environmental Documentation Preparation, 3) Section 404 Wetland Delineation/Report, 4) Archeology Survey/Report, 5) Public Involvement and 6) NEPA/Environmental Task Management/EA Review. This letter serves as amendment to the original scope to provide additional services for Tasks 4 and 5.

Task 4 – Archeology Survey/Report

Since the original scope, additional archeological factors have altered the scope of Task 4. During field investigations an African American cemetery, Sansbury Cemetery, was evaluated and it was recommended that trenching should be required based on the revised Texas Health and Safety Code, H.B. 2927 that was revised in September 2009.

Amendment to Texas Health and Safety Code

The revised Texas Health and Safety Code, H.B. 2927, addressed definitions and rules involving human burial sites, and was recently enacted as state law. Previous to the Code's amendment, a "cemetery" was defined as "a place that is used or intended to be used for interment, and includes a graveyard, burial park, or mausoleum." The amended Code added language to the definition of "cemetery" to include "any other area containing one or more graves." Additionally, language was added to the definition of "grave" which previous was defined as "a space of ground that is in a burial park and that is used or intended to be used for interment in the ground." Language was added to also include in the definition of "graves" those areas that contain interred human remains." Therefore, a cemetery is now defined as any area containing one or more graves that may or may not be marked and may or may not be inside a burial park (Texas Health and Safety Code, H. B., Section 1, 711.001).

The revisions also resulted in the Texas Historical Commission (THC) being given authority to adopt rules to "1) enforce and administer Sections 711.010 and 711.011; and 2) enforce and administer Sections 711.004, 711.007, 711.0105, 711.035, and 711.036. These Sections deal with the removal of burial sites and disturbance to cemetery property. THC has prepared a draft guidance document to help enforce and administer the new responsibilities according to the H.B. 2927; however, the draft is in working form and not yet complete. Until the draft is completed, THC is treating each case of potential disturbance individually and suggesting actions to avoid disturbance on a case-by-case basis. TxDOT has recently corresponded with THC regarding the grave site avoidance procedures they are requiring consultants to perform for projects.

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In conformance with the project scope, PBS&J submitted the Archeological Report summarizing the preliminary findings on February 12, 2010. On February 17th the project team discussed these findings with the TxDOT Houston District and Environmental Affairs (ENV) office. ENV then forwarded the request for review to THC on February 18th. On February 19th ENV, in coordination with THC, responded with the following recommendations to address the Sansbury Cemetery:

- 1) Avoiding the back slope (edge of cemetery to centerline of storm water drainage ditch) of the storm water drainage ditch.
- 2) No mechanical scraping at the base of the storm water drainage ditch itself is warranted.
- 3) Three to four mechanical trenches be excavated (no permit amendments needed) between the edge of the roadway and the centerline of the storm water drainage ditch, parallel to the roadway, to verify and document whether or not burials exist within the part of the ROW where construction would occur, and
- 4) If burials are encountered, the archeological subcontractor is to contact TxDOT and THC immediately and either continue trenching to the depth of discovery to determine if any other unmarked burials are present or implement instructions from TxDOT/THC.

Following completion of the additional archeological work, PBS&J will analyze all data and summarize the findings. The results will be incorporated into the final report and will be written in accordance with the Guidelines for Cultural Resource Management Reports established by the Council of Texas Archeologists. Once the report is approved by Fort Bend County, the document will be submitted to TxDOT and the THC for review. PBS&J will address any comments from TxDOT and the THC. Once these comments have been addressed, a final report will be submitted to Fort Bend County, TxDOT and the THC. Survey documents will be submitted to the Texas Archeological Research Laboratory (TARL) for curation.

Task 5 – Public Involvement

The project team will hold an additional public meeting in the summer of 2010. This meeting will be held to update the public and the representative agencies on the status of the project. PBS&J staff will provide two representatives to attend the meeting and will provide assistance to the project team for any necessary coordination in advance of the meeting.

Expenses

Expenses have also been included to cover the needs of Tasks 4 and 5. See the attached break down of estimated expenses which total \$1003.50

TASK 4 COST ESTIMATE AND ASSUMPTIONS

PBS&J proposes to conduct the above-described scope of services. As requested by the client, the budget is for one eight-hour day for two archeologists without warranties that the work can be completed in one day. The preliminary cost assumes excavating 3-4 trenches along the ROW adjacent to the cemetery boundary to a depth of at least 5-7 feet below the natural ground surface. This scope is exclusive of delays related to weather and equipment/operator availability. The estimated cost to provide these services is not to exceed \$9,934.37 without written notification. A breakdown of this cost by task is provided below.

<u>Archeological Trenching and Report</u>	<u>\$9934.37</u>
TOTAL	\$9934.37

ASSUMPTIONS

The scope of services and cost estimate presented above are based on the following assumptions:

- 1) Three to four trenches measuring approximately 16 ft and no more than 32 ft in length each will be excavated to a depth of at least 5-7 feet below the natural ground surface between the edge of the roadway and the centerline of the storm water drainage ditch, parallel to the roadway.
- 2) If burials or grave shafts are located work at the trench will cease immediately after location of the find is noted. The trench will be protected and backfilled and TxDOT and the THC will be notified within 24 hours of the discovery.
- 3) The client will conduct the One-Call and is responsible for identifying and marking all utilities prior to trenching. Trenches will be placed in areas free of utilities as verified by the client.
- 4) The client will provide a backhoe with a smooth blade bucket and a skilled operator.
- 5) PBS&J archeologists have authority to direct operator as needed to ensure that the trenching follows the methodologies approved by TxDOT and the THC.
- 6) The client will provide all necessary erosion control and traffic safety measures including backfilling and compaction at the trench locations as well as other safety measures such as OSHA safety requirements.
- 7) The client is responsible for handling all communications related to public relations, press inquiries, and legal actions related to the project if those arise.
- 8) This scope and approach is based on guidance received from TxDOT and the THC and assumes no modification or additions to the scope of work will occur as a result of design modifications or other changes that would increase the archeological investigation parameters as defined above.

ADDITIONAL SCOPE OF SERVICES

The following tasks are **not included** in this scope of services and cost estimate. If requested, PBS&J can provide a proposal to perform these tasks.

- 1) Coordination and planning required for archeological removal of any discovered archeological sites or burial features within ROW.

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Mr. Larry Janak
May 17, 2010
Additional Services for Crabb River Road
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- 2) Lab analysis and preparation for reburial.
- 3) Reburial containers, burial plots, and funerary services.
- 4) Archeological site delineation outside of the project area.
- 5) Court costs or legal fees associated with reburial.
- 6) NRHP-eligibility testing of sites.
- 7) Geoarcheological evaluations.
- 8) Public involvement or communication with descendent communities or family.

TASK 5 COST ESTIMATE AND ASSUMPTIONS

PBS&J proposes the previously stated scope of services to participate and to provide support for a public meeting to be held in the summer of 2010.

Meeting Coordination	\$2554.97
Meeting Attendance	\$1071.00
<u>Responses to Comments</u>	<u>\$1071.00</u>
TOTAL	\$4696.97

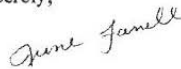
ASSUMPTIONS

- 1) No handouts or exhibits will be prepared by PBS&J.
- 2) Meeting coordination will be to assist the project team with any necessary due diligence and support for the Summary Report that may be required.
- 3) Meeting attendance will be for two staff persons only.
- 4) Mileage has been included in the expenses line item (see attached) for travel to and from the meeting location and other potential travel to the project team office(s).

Should the scope of work change and additional services are needed, PBS&J will provide a supplemental cost estimate to complete the work. Should you find this proposal acceptable, please indicate your approval by your signature below.

We look forward to continuing our relationship with you on this and other projects. If you have any questions or would like to discuss this estimate in more detail, please call me at 281.529.4205.

Sincerely,



June Farrell, AICP
Project Manager

Attachment

Crabb River Road - US 59 to Lamar ISD Property
Summary of Tasks and Labor Requirements Estimate
Amendment No. 1

Task	Principal Contract Rate	Principal \$258.47	Project Manager/Sr. Planner \$158.05	Planner \$109.70	Sr. Scientist \$126.07	Scientist \$80.34	Science Technician \$58.71	GIS Tech \$69.81	Admin \$77.25	Activity/Hours	Activity/Cost
4.0 Archeology Survey/Report											
Additional Arch Trenching and Reporting	1	1	8		18	51	3	11	15	106	\$9,934.37
Subtotal		1	8	0	18	51	3	11	15	106	\$9,934.37
5.0 Public Involvement											
Meeting Coordination	1	1	8	8					2	19	\$2,554.97
Meeting Attendance			4	4						8	\$1,071.00
Review and Prepare Responses to Comments			4	4						8	\$1,071.00
Subtotal	1	1	16	16	0	0	0	0	2	35	\$4,696.97
Expenses											
Meals/Per Diem											\$77.00
Mileage											\$347.50
Hotel											\$96.00
GPS											\$55.00
Curation (1 box)											\$275.00
Printing											\$50.00
Subtotal											\$1,003.50
TOTAL										141	\$15,634.84

Labor Task Summary

May 17, 2010

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 1500 South Dairy Ashford • Suite 200 • Houston, TX 77077-3858 • 281.496.0066 phone • 281.496.0220 fax • huitt-zollars.com

May 6, 2010

Larry F. Janak, PE
IDC, Inc.
11111 Wilcrest Green, Suite 250
Houston, Texas 77042

**Re: Proposal for Professional Services
Intersection Improvements Report at Sansbury Boulevard and Crabb River Road
Fort Bend County, Texas**

Dear Mr. Janak,

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal to IDC, Inc. (Client) in connection with preparing a report identifying the traffic lane improvements recommended for the intersection of Sansbury Boulevard and Crabb River Road (Project) in Fort Bend County, Texas. Our proposal is based upon the following scope of services, compensation, schedule and terms and conditions.

Basic Scope of Services

Huitt-Zollars shall:

1. Obtain traffic counts at the Project to support the traffic lane improvement recommendations
2. Prepare a letter report detailing the turn lane improvements recommended at the Project

Additional Services

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Client, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the Client in writing, shall be completed a lump sum basis or on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet. Additional services that are not included in this proposal but may be provided based on additional written authorization from the Client include:

- A. Floodplain/Floodway Studies or Hydraulic & Hydrologic Modeling
- B. US Army Corps of Engineers Permits
- C. Construction Staking and Re-staking
- D. As-Built Surveys
- E. Fees for Agency Reviews, Tax Certificates, Title Commitments, Private Utility Information, Permitting and/or Inspections
- F. Any other service not otherwise included in the Basic Services

Compensation

The Basic Scope of Services shall be completed for a lump sum fee of \$ 3,000.00.

Schedule

The Basic Scope of Services shall be completed within twenty (20) calendar days from receipt of signed authorization from the Client.

Page 1 of 5

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this Agreement:

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Agreement for services shall be authorization by the Client for Huitt-Zollars, Inc. to proceed with the work.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

Construction cost estimates provided by Huitt-Zollars are prepared from experience and judgment. Huitt-Zollars has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from Huitt-Zollars estimates.

3. STANDARD OF CARE

Services performed by Huitt-Zollars under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, warranty and/or guarantee are included or intended in this Agreement, or in any report, opinion, document or otherwise.

4. TAXES

All taxes, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

5. BILLING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay Huitt-Zollars for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Huitt-Zollars on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Huitt-Zollars in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The Client shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Huitt-Zollars more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If Client, for any reason, fails to pay an invoice or the undisputed portion of a Huitt-Zollars invoice within sixty (60) calendar days of invoice date, Huitt-Zollars will notify the Client by registered mail that Huitt-Zollars shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the Client shall waive any claim against Huitt-Zollars, and shall defend and indemnify Huitt-Zollars from and against any claims for injury or loss stemming from Huitt-Zollars' cessation of service. Client shall also pay Huitt-Zollars the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by Client, Client shall notify Huitt-Zollars within ten (10) calendar days of receipt of the bill in question, and Client and Huitt-Zollars shall work together to resolve the matter within forty-five (45) days of its being called to Huitt-Zollars's attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this Agreement.

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6. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Huitt-Zollars and Huitt-Zollars shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or Huitt-Zollars, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

7. TERMINATION

In the event termination becomes necessary, the party (Client or Huitt-Zollars) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the Client shall within thirty (30) calendar days of termination remunerate Huitt-Zollars for services rendered and costs incurred up to the effective time of termination, in accordance with Huitt-Zollars' prevailing Fee Schedule and Expense Reimbursement Policy.

8. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the Client. Any redesign due to causes beyond Huitt-Zollars, Inc.'s control to include the project being over-budget shall be mutually agreed upon by Client and Huitt-Zollars, Inc. and adequately compensated for separately as additional services.

9. GOVERNING LAW

The laws of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

10. HAZARDOUS MATERIALS—SUSPENSION OF SERVICES

Both parties acknowledge that Huitt-Zollars's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event Huitt-Zollars or any other party encounters any hazardous or toxic materials, or should it become known to Huitt-Zollars that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Huitt-Zollars' services, Huitt-Zollars may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

11. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, Huitt-Zollars shall visit the site at intervals agreed to in writing by the Client and Huitt-Zollars, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Huitt-Zollars to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, Huitt-Zollars shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by Huitt-Zollars as Additional Services in accordance with the terms of this Agreement.

Huitt-Zollars shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

Huitt-Zollars shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Huitt-Zollars does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

12. JOBSITE SAFETY

Neither the professional activities of Huitt-Zollars, nor the presence of Huitt-Zollars or its employees and subconsultants at a construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Huitt-Zollars and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the Contractor.

The Client also agrees that the Client, Huitt-Zollars and Huitt-Zollars' subconsultants shall be indemnified by the Contractor and shall be made additional insureds under the Contractor's policies of general liability insurance. The Client shall furnish to Huitt-Zollars certificates of insurance from the Contractor evidencing the required coverage specified above. The certificates shall include a provision that Huitt-Zollars shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage.

13. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Huitt-Zollars are instruments of service and shall remain the property of Huitt-Zollars. Huitt-Zollars shall retain all common law, statutory and other reserved rights, including the copyright thereto.

14. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

15. INFORMATION PROVIDED TO HUITT-ZOLLARS

If any information, investigation, report or design data is furnished to Huitt-Zollars for its use, Huitt-Zollars shall be entitled to rely on the correctness of such documentation and not be held liable in any way for relying on this correctness. It is not the intent of this section that Huitt-Zollars duplicates the engineering efforts of the provider of such information or for Huitt-Zollars to perform mathematical or engineering calculations to ascertain the reasonable correctness of such information, investigation, report or design data.

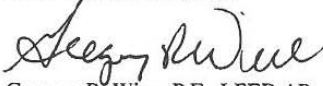
16. **LIMITATION OF LIABILITY**

IN ORDER FOR THE CLIENT TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE CLIENT AGREES TO LIMIT HUITT-ZOLLARS' LIABILITY ARISING FROM HUITT-ZOLLARS' PROFESSIONAL ACTS, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF HUITT-ZOLLARS SHALL NOT EXCEED HUITT-ZOLLARS' TOTAL COMPENSATION FOR THE SERVICES RENDERED ON THIS PROJECT.

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office by facsimile at 281/496-0220. We will schedule the above services as soon as we receive your authorization. If you have any questions, please call.

Sincerely,
HUITT-ZOLLARS, INC.



Gregory R. Wine, P.E., LEED AP
Senior Vice President

Accepted for IDC

(Signature)

(Name)

(Title)

(Date)

Attachment: Hourly Rate Schedule

HUITE-ZOLIARS

2010 HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge.	\$ 195.00
Sr. Project Manager.	\$ 180.00
Project Manager.	\$ 165.00
QA/QC Manager.	\$ 180.00
Sr. Civil Engineer.	\$ 175.00
Sr. Structural Engineer.	\$ 170.00
Sr. Mechanical Engineer.	\$ 175.00
Sr. Electrical Engineer.	\$ 175.00
Civil Engineer.	\$ 165.00
Structural Engineer.	\$ 160.00
Mechanical Engineer.	\$ 155.00
Electrical Engineer.	\$ 155.00
Plumbing Engineer.	\$ 135.00
EIT.	\$ 110.00
Sr. Architect.	\$ 155.00
Architect.	\$ 145.00
Architect Intern.	\$ 100.00
Sr. Landscape Architect.	\$ 140.00
Landscape Architect.	\$ 90.00
Landscape Architect Intern.	\$ 80.00
Sr. Planner.	\$ 170.00
Planner.	\$ 150.00
Planner Intern.	\$ 110.00
Sr. Environmental Scientist.	\$ 160.00
Environmental Scientist.	\$ 110.00
Sr. Designer.	\$ 120.00
Designer.	\$ 110.00
Sr. CADD Technician.	\$ 118.00
CADD Technician.	\$ 90.00

Survey

Survey Manager.	\$ 155.00
Sr. Project Surveyor.	\$ 130.00
Project Surveyor.	\$ 120.00
Surveyor Intern.	\$ 100.00
Survey Technician.	\$ 90.00

Survey Crews

1-Person Survey Crew.	\$ 78.00
2-Person Survey Crew.	\$ 125.00
3-Person Survey Crew.	\$ 175.00
1-Person Survey Crew-GPS.	\$ 130.00
2-Person Survey Crew-GPS.	\$ 180.00
3-Person Survey Crew-GPS.	\$ 220.00

Construction

Construction Manager.	\$ 160.00
Resident Engineer.	\$ 140.00
Resident Project Representative . .	\$ 90.00

Administrative

Sr. Project Support.	\$ 85.00
Project Support.	\$ 70.00

Reimbursable Expenses

Consultants.	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage.	Standard Business Mileage Rate