



Public Works

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

January 6, 2012

Fort Bend County
Attention: Paulette Batts
1124 Blume Road
Rosenberg, Texas 77471

RE: Lexington Extension - Request for Payment
P.O. # 85426

Dear Ms. Batts:

The City is requesting payment for the design of the improvements along Lexington Blvd. Please consider this letter as your notification that a payment of \$265,603.00 is now due and payable to the City of Missouri City for the funding participation for this project. Please refer to the supporting documents, attached in this letter.

If you have any questions or concerns please contact Cristin Emshoff at 281-403-8582.

Sincerely,

Scott R. Elmer, P.E.
Assistant City Manager

CC: Cristin Emshoff - Project Manager

Attachment: Purchase Order
Proposal
Professional Services Agreement
Fort Bend County Commissioner's Court Minutes

CITY OF MISSOURI CITY
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

(281) 403-8500

DATE: 1/04/12

TO: FORT BEND COUNTY
ENGINEERING
1124 BLUME ROAD
ROSENBERG, TX 77471

CUSTOMER NO: 11567/11567

TYPE: MI - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CIP06	1/04/12	CIP - REIMBURSEMENT (403) TR1203 LEXINGTON EXTENSION PO#85426			265,603.00

PLEASE REMIT UPON RECEIPT-PLEASE CALL 281-403-8500
TO PAY WITH VISA, MASTERCARD, OR AMERICAN EXPRESS

Current	OVER 1	Over 30	Over 60
265603.00			

DUE DATE: 2/06/12

PAYMENT DUE: 265,603.00
TOTAL DUE: \$265,603.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/04/12 DUE DATE: 2/06/12 NAME: FORT BEND COUNTY
CUSTOMER NO: 11567/11567 TYPE: MI - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MISSOURI CITY
1522 TEXAS PARKWAY
MISSOURI CITY TX 77489
(281) 261-4295

TOTAL DUE: \$265,603.00

*OK
DAA*



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 85426

PAGE #: Page 1 of 1

P.O.DATE: 12/14/2011

DELIVERY BY: 12/14/2011

BUYER: Danita Canty

VENDOR: 17676

CITY OF MISSOURI CITY
1522 TEXAS PARKWAY
MISSOURI CITY TX 77489

SHIP TO: Engineering
1124 Blume Road
Rosenberg TX 77471

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 ENGINEERING SERVICES APPROVED IN COMMISSIONER'S COU	265,603 EA	\$1.00	\$265,603.00
APPROVED IN COMMISSIONER'S COURT: NOVEMBER 22, 2011:INTERLOCAL AGREEMENT BETWEEN FBC AND CITY OF MISSOURI CITY REGARDING IMPROVEMENTS TO LEXINGTON BLVD.: (DESIGN SERVICES)MOBILITY PROJ.#722, PRECINCT 2.			
2 ENGINEERING SERVICES APPROVED IN COMMISSIONER'S COU	2,213,355 EA	\$1.00	\$2,213,355.00
APPROVED IN COMMISSIONER'S COURT: NOVEMBER 22, 2011:INTERLOCAL AGREEMENT BETWEEN FBC AND CITY OF MISSOURI CITY REGARDING IMPROVEMENTS TO LEXINGTON BLVD.: (CONSTRUCTION OF IMPROVEMENT TO LEXINGTON BLVD.)MOBILITY PROJ.#722, PRECINCT 2.			
GRAND TOTAL:			\$2,478,958.00

December 22, 2011

PROPOSALCommissioner Grady Prestage
Fort Bend County Commissioner Precinct 2
Fort Bend County, Texas
303 Texas Parkway, Suite 213
Missouri City, Texas 77489

Re: Proposal to Provide Engineering and Surveying Services for the
Extension of Lexington Boulevard between Texas Parkway and Scanlin Road
Missouri City, Texas, Fort Bend County
LJA Proposal No. 11-0074R

Dear Mr. Prestage:

LJA Engineering Inc. (LJA) is pleased to submit this proposal to provide engineering and surveying services for the referenced project. This project includes the extension of Lexington Boulevard between Texas Parkway (FM 2234) and Scanlin Road, including the paving and storm sewers required to service the project. Furthermore, the project includes a box culvert crossing underneath Texas Parkway connecting into the existing Blue Ridge West drainage channel. Also included is the signalization for the intersection of Lexington Boulevard and Texas Parkway (FM 2234).

A preliminary construction cost estimate is attached to the proposal for your reference. We propose the following services and corresponding lump sum fee. The scope of services includes the major tasks described below.

SCOPE OF SERVICES

- Project Management.
- Preliminary Construction Cost Estimates and Project Schedules.
- Coordination with Landscape Architect (Does not include Landscape Architect Fees).
- Producing Plans and Specifications for Lexington Blvd. to include set of plans, technical specifications and bid proposal.
- Topographic Survey of Roadway including 50' outside of proposed Right-of-Way.
- Provide Method "B" Control Staking (Does not include Type "A" Construction Staking)
- Final Construction Cost Estimate Based on Completed Plans and Specifications (Engineers Estimate).
- Obtaining Required Approvals from all Applicable Governmental Authorities.
- Assist the City of Missouri City throughout the Bidding Process.
- Construction Phase Services including Change Order Requests and Shop Drawing Reviews and Request for Information (Does not include Project Representative or Inspection Services which City will provide).
- Geotechnical Field Investigation Report (Does Not Include Materials Testing during Construction).
- Traffic Signal and Intersection Improvement Design (Decorative Mast Arms) (Does not include Traffic Impact Analysis).
- Required Easement Descriptions (Metes and Bounds with Exhibit).
- Storm Water Pollution Prevention Plan (Does not include Construction Monitoring/Services or NOI/NOT).



- Reimbursable Items including Delivery Charges, Advertising Costs, Title Report and Tax Certificate Fees, Reproduction Cost of Mylars, Sepias, Blueprints and other such Reimbursable Expenses (Does Not Include Filing and Recordation Fees to be paid directly by the City of Missouri City).

SERVICES NOT COVERED UNDER THIS PROPOSAL

- Drainage Study (Separate Proposal)
- Construction Materials Testing
- Filing and/or Recordation Fees Required by Agencies
- SWPPP Construction Services (Part of Construction Contract)
- Construction Staking (Part of Construction Contract)
- Project Representative/Inspection Services (COMC will provide Inspection Services during Construction)
- Traffic Impact Analysis
- Landscape Architect Fees
- Preliminary or Final Plat of Roadway
- Boundary Survey or Verification

OUTSTANDING ISSUES TO BE ADDRESSED

- There will be additional expenses incurred by pipeline issues that arise during preliminary design. Some of these additional costs may include pipeline land/easement acquisition and/or pipeline adjustments as needed.
- Costs for easement acquisition for any utilities located outside of the Lexington Boulevard Right of Way. These costs should be identified during the preliminary engineering phase.

COMPENSATION

Compensation for the professional engineering services provided as part of this Contract shall be a lump sum in the amount of \$265,603. This lump sum fee includes all services referenced above and excluding those noted above. If the excluded services are required at a later date, LJA Engineering, Inc. will submit a proposal for those services.

TERMS OF PAYMENT

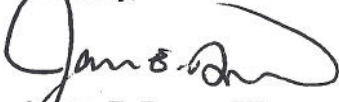
Services for engineering work performed will be billed on a monthly basis to Missouri City in accordance with project progress. Payment will be made in accordance with the contract.

If this proposal meets with your approval, please execute both copies of the proposal and the Professional Services Agreement, returning the one copy to our office and keeping the one copy for your records. Your signature below will be sufficient authorization to commence the stated work.

City of Missouri City
December 21, 2011
Page 3 of 3

Thank you again for the opportunity to perform these services for you. If you have any questions, please call me at 713.953.5284.

Sincerely,


James E. Brown, PE
Senior Project Manager


James E. Moehman, PE
Senior Vice President

JEB/JEM/dl

ACCEPTED BY:
FORT BEND COUNTY COMMISSIONER
PRECINCT 2

By: _____

Name: _____

Date: _____

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between Fort Bend County Commissioner Precinct 2 (CLIENT) and LJA Engineering & Surveying, Inc., (dba LJA Engineering, Inc.) (LJA) who agree as follows: Client engages LJA to perform the services described in Part I ("Services") and LJA agrees to perform the Services for the compensation set forth in Part III. LJA shall be authorized to commence the Services upon execution of this Agreement. Client and LJA agree that this Agreement and attachments referred to herein, constitute the entire Agreement between them relating to the Project ("Agreement").

Project: Engineering and Surveying Services for the Extension of Lexington Boulevard Between Texas Parkway and Scanlin Road

Location: Missouri City, Texas

Job No. / Proposal No.: 11-0074

I. **LJA ENGINEERING RESPONSIBILITIES:** LJA shall perform or furnish the services described under this Agreement.

See Attached Proposal No. 11-0074 Dated December 22, 2011

II. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. **INFORMATION/REPORTS:** Furnish LJA with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, LJA may rely upon Client-furnished information without independent verification in performing the Services.

2. **REPRESENTATIVE:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

3. **DECISIONS:** Provide all criteria and full information as to Client requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow LJA to perform the Services.

III. **COMPENSATION, BILLING, AND PAYMENT:** Client shall pay LJA for Services in accordance with the following Billing Schedule.

1. **SERVICES:**

_____	Hourly Rates with An Estimated Fee \$ _____
_____	Percentage of Construction Cost \$ _____
<u>X</u>	Lump Sum \$ <u>265,603</u>
_____	Other (Specify) _____

(Engineer's Hourly Rate Schedule is Attached as Attachment "A")

2. **REIMBURSABLE EXPENSES:** Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for services rendered. Vehicle other than survey / Project representative will be charged at a rate of \$0.51 per mile. Survey / Project representative vehicle mileage will be charged at a rate of \$0.73 per mile. CADD charges will be \$25.00 per hour. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

3. **PAYMENTS:** Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collections. LJA reserves the right to suspend work should invoices not be paid within the stated terms. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above.

IV. **STANDARD TERMS AND CONDITIONS:**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some Projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. **SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. **DELAYS.** If events beyond the control of Client or LJA, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, LJA shall be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only. Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. **RELATIONSHIP WITH CONTRACTORS.** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

8. **CONSTRUCTION REVIEW.** For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA.



9. **INSURANCE.** LJA will maintain insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and LJA's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. **PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients: It is understood and agreed that each Client on this Project is jointly and severally liable for payments to LJA for LJA's work under this Agreement and on the Project. If any Client on the Project fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and that they are obligating themselves to LJA for the additional (defaulted) portion of the Project. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

11. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. LJA agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize LJA to execute such documents as Client's agent. Client waives any claim against LJA and agrees to defend, indemnify, and hold LJA harmless from any claim or liability for injury or loss arising from LJA's discovery of unanticipated hazardous materials or suspected hazardous materials.

12. **INDEMNITY.** To the fullest extent permitted by law, LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the failure to adhere to the standard of care described in Part IV Paragraph 1 above of LJA, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless LJA from and against loss, liability, and damages sustained by LJA, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by LJA under this Agreement, or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include LJA as an indemnitee under any indemnification obligation to Client.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by LJA for specific Project assignments. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL LJA BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

14. **ACCESS.** Client shall provide LJA safe access to any premises necessary for LJA to provide the Services.

15. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

16. **AMENDMENT.** This Agreement, upon execution by the parties hereto, can be amended only by a written instrument signed by the parties.

17. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of each other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** The parties shall attempt to settle disputes arising under this Agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including attorney's fees from the other party.

20. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

21. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

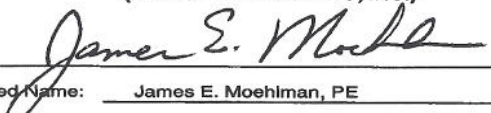
22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**APPROVED FOR FORT BEND COUNTY COMMISSIONER
PRECINCT 2**

By: _____
Printed Name: _____
Title: _____
Date: _____

**APPROVED FOR LJA ENGINEERING & SURVEYING, INC.,
(dba LJA ENGINEERING, INC.)**

By: 
Printed Name: James E. Moehlman, PE
Title: Senior Vice President
Date: 12/22/11

Lexington Boulevard (Fort Bend County) Proposal List of Assumptions

Sidewalks

1. Deleted Sidewalks

Traffic Signal

1. Full Decorative Mast Arms
2. Eastbound Left Turn Lane included in Roadway Extension
3. Deleted Northbound Right Turn Lane / Deceleration Lane
4. Deleted Southbound Right Turn Lane / Deceleration Lane
5. COMC will construct Westbound Left Turn Lane (Typically Required)
6. Assumed No Traffic Impact Analysis will be required or provided under this proposal

Water

1. No Water Line on Lexington Boulevard

Sanitary Sewer

1. No Sanitary Sewer extensions proposed or required per Scott Elmer (However, LJA recommends stub to north for future City Hall Drive)

Pavement

1. Lexington Boulevard – 600 LF Full 4-Lane Boulevard (Dual 25' B-B) from City Hall Drive to Texas Parkway (FM 2234) and 1,500 LF Half Boulevard Section (Single 25' B-B) From Scanlin Road to City Hall Drive.
2. Deleted Round-A-Bouts.

Drainage

1. Assumed 2-year drainage for entire Lexington Blvd. watershed drainage areas
2. Assumed construction will **NOT** be affected by pipeline issues
3. Includes all trunk drainage design for Lexington Blvd. and connecting to the existing Blue Ridge West ditch
4. 100-year extreme event sheet flows picked up for Lexington Boulevard ROW only.
5. Detention will be required for all tracts in this 64-acre watershed.
6. Assumed Dewatering of offsite box culverts only. No Dewatering of Lexington Boulevard Storm Sewer Pipes.
7. Deleted 42" Storm Sewer stub along pipeline for the tract west of City Hall Drive (to be constructed in the future by others)

Pipelines

1. LJA will assist Fort Bend County with coordination with pipeline company for roadway and utility crossings
2. Assumed no pipeline adjustments required at this time
3. LJA shall not be held responsible for unforeseen pipeline issues during design and construction

Consultants

1. No landscape architect fees included in this proposal
2. Only topographic design surveying included in this proposal
3. No Roadway platting preparation included in this proposal
4. Geotechnical investigation included in this proposal

TXDOT

1. LJA will assist the COMC and Fort Bend County in the coordination of driveway tie-in and box culvert crossing of FM 2234

Scheduling

Engineering Service	Completion (Calendar Days) from NTP
Notice to Proceed (NTP)	0
Task 1 – Preliminary Engineering Services	60 from NTP
Task 2 – Drainage Study	60 from NTP
Task 3 – Final Engineering (Agency Signatures)	120 from approval of Task 1 and 2
Task 4 – Final Engineering (Bidding Phase)	60 from approval of Task 3
Task 5 – Construction Engineering Services	Per Contract Documents

- (1) The Engineer will make every effort to complete the project as detailed in the schedule; however, we can not control time of the project related to changes in scope, governmental or private entity approvals, etc.

**COST SUMMARY
(Not Including Engineering)**

Lexington Blvd.

	Total	Missouri City	Fort Bend County
Water	\$0	\$0	\$0
Drainage	\$295,709	\$0	\$295,709
**Detention	\$0	\$0	\$0
Paving	\$389,813	\$0	\$389,813
Traffic Signal	\$496,650	\$0	\$496,650
*Subtotal	\$1,182,171	\$0	\$1,182,171

*Subtotal Does Not Include Engineering Fees

City Hall Drive

	Total	Missouri City	Fort Bend County
Water	\$0	\$0	\$0
Drainage (City Hall)	\$17,741	\$17,741	\$0
Drainage (Trunk)	\$574,382	\$0	\$574,382
Drainage (Boxes Under FM 2234)	\$456,803	\$0	\$456,803
**Detention	\$0	\$0	\$0
Paving	\$239,663	\$239,663	\$0
*Subtotal	\$1,288,587	\$257,403	\$1,031,184

*Subtotal Does Not Include Engineering Fees

	Total	Missouri City	Fort Bend County
Lexington Blvd.	\$1,182,171	\$0	\$1,182,171
City Hall Dr.	\$1,288,587	\$257,403	\$1,031,184
*Subtotal	\$2,470,759	\$257,403	\$2,213,355
Engineering (12%)	\$296,491	\$30,888	\$265,603
Grand Total	\$2,767,250	\$288,292	\$2,478,958

*Total Does Not Include Engineering Fees

**Detention Costs are unknown at this time and are pending a drainage study by Angela Batiz. Assumed Drainage Study Will Show No Detention Required

City Hall Drive Cost Estimate				Total	Missouri City Portion	Fort Bend County Portion		
Item	Unit	Unit Price	Quantity	Cost	Quantity	Cost	Quantity	Cost
Drainage Items - City Hall Drive								
Stage I Inlet	EA	\$1,000	4	\$4,000	4	\$4,000	0	\$0
Stage II Inlet	EA	\$1,200	4	\$4,800	4	\$4,800	0	\$0
24" RCP	LF	\$40	160	\$6,400	160	\$6,400	0	\$0
Trench Safety	LF	\$1	160	\$160	160	\$160	0	\$0
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$768		\$768		\$0
10% Contingency	%		10	\$1,813		\$1,813		\$0
				SUBTOTAL	\$17,741	\$17,741		\$0
Drainage Items - Trunk Storm Sewer (Lexington to FM 2234)								
Std Manhole 48"-72" (Constructed on top of Boxes)	EA	\$2,500	4	\$10,000	0	\$0	4	\$10,000
10" E" Inlet	EA	\$2,000	2	\$4,000	0	\$0	2	\$4,000
8' x 4' Box	LF	\$250	860	\$212,500	0	\$0	860	\$212,500
8' x 5' Box	LF	\$300	550	\$165,000	0	\$0	550	\$165,000
Junction Box	EA	\$8,000	2	\$12,000	0	\$0	2	\$12,000
Trench Safety	LF	\$1	1400	\$1,400	0	\$0	1400	\$1,400
De-watering >48" Pipe"	LF	\$50	1400	\$70,000	0	\$0	1400	\$70,000
Modified Bedding > 48" Pipe"	LF	\$18	1400	\$22,400	0	\$0	1400	\$22,400
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$24,868		\$0		\$24,868
10% Contingency	%		10	\$52,217		\$0		\$52,217
				SUBTOTAL	\$574,382	\$0		\$574,382
Drainage Items - Box Culverts from FM 2234 to Blue Ridge Ditch (Across Texas Parkway)								
10' x 4' Box	LF	\$400	500	\$200,000	0	\$0	500	\$200,000
Tunnel Bore for 10' x 4' Box Culvert	LF	\$1,500	100	\$150,000	0	\$0	100	\$150,000
Junction Box	EA	\$6,000	2	\$12,000	0	\$0	2	\$12,000
Trench Safety	LF	\$1	500	\$500	0	\$0	500	\$500
De-watering >48" Pipe"	LF	\$50	500	\$25,000	0	\$0	500	\$25,000
Modified Bedding > 48" Pipe"	LF	\$16	500	\$8,000	0	\$0	500	\$8,000
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$18,775		\$0		\$18,775
10% Contingency	%		10	\$41,528		\$0		\$41,528
				SUBTOTAL	\$456,803	\$0		\$456,803
TOTAL WSD				\$1,048,925	\$17,741	\$1,031,184		
Pavement Items								
18' B-B Boulevard Section	LF	\$220	800	\$176,000	800	\$176,000	0	\$0
Sidewalks	LF	\$22.50	1,400	\$31,500	1,400	\$31,500	0	\$0
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$10,375		\$10,375		\$0
10% Contingency	%		10	\$21,788		\$21,788		\$0
				SUBTOTAL	\$239,663	\$239,663		\$0
SUMMARY					Missouri City Portion		Fort Bend County Portion	
Drainage Items - City Hall Drive					\$17,741			\$0
Drainage Items - Trunk Storm Sewer (Lexington to FM 2234)					\$0			\$574,382
Drainage Items - Box Culverts from FM 2234 to Blue Ridge Ditch (Across Texas Parkway)					\$0			\$456,803
Pavement Items					\$239,663			\$0
SUBTOTAL					\$257,403			\$1,031,184
Engineering (12%)					\$30,888			\$123,742
TOTAL WS&D, PAVING					\$288,292			\$1,154,926

*Costs do not include acquisition of property or off-site easement for tie in of the 8"x5' and 10"x4' box culvert to existing Blue Ridge West MUD drainage ditch.

*Costs for traffic signal assume ROW acquisition by Missouri City, fiber optic cable is currently available along Texas Parkway, and electrical service is available

Lexington Boulevard Cost Estimate			Fort Bend County Portion	
Item	Unit	Unit Price	Quantity	Cost
Drainage Items Underground				
Stage I Inlet	EA	\$1,000	10	\$10,000
Stage II Inlet	EA	\$1,200	10	\$12,000
Std Manhole 24"-42"	EA	\$1,500	3	\$4,500
Std Manhole 48"-72" (Constructed on top of Boxes)	EA	\$2,500	6	\$15,000
Type "E" Inlet	EA	\$2,000	3	\$6,000
24" RCP	LF	\$40	950	\$38,000
30" RCP	LF	\$45	250	\$11,250
36" RCP	LF	\$65	750	\$48,750
48" RCP	LF	\$100	1,075	\$107,500
Trench Safety	LF	\$1	3025	\$3,025
Dewatering >48" Pipe*	LF	\$50	0	\$0
Modified Bedding > 48" Pipe*	LF	\$16	0	\$0
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$12,801
10% Contingency	%		10	\$26,883
			SUBTOTAL	\$295,709
TOTAL WSD				\$295,709
Pavement Items				
25' B-B FULL Boulevard Section	LF	\$250	600	\$150,000
25' B-B HALF Boulevard Section	LF	\$125	1,500	\$187,500
Round-a-bout	LS	\$100,000	0	\$0
Sidewalks	LF	\$22.50	0	\$0
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$16,875
10% Contingency	%		10	\$35,438
			SUBTOTAL	\$389,813
Traffic Signal Items				
Traffic Signal (Mast Arm)	LS	\$250,000	1	\$250,000
Decorative Pole Increase	EA	\$25,000	4	\$100,000
Striping	LS	\$20,000	1	\$20,000
Westbound Left Turn Lane (If Required)	LS	\$50,000	1	\$50,000
Signal Controller	LS	\$10,000	1	\$10,000
Bonds, COMC Permit, Construction Staking (5%)	%		5	\$21,500
10% Contingency	%		10	\$45,150
			SUBTOTAL	\$496,650
SUMMARY			Fort Bend County Portion	
Drainage Items Underground				\$295,709
Pavement Items				\$389,813
Traffic Signal Items				\$496,650
SUBTOTAL				\$1,182,171
Engineering (12%)				\$141,881
TOTAL WS&D, PAVING				\$1,324,032

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**NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, NOVEMBER 22, 2011
1:00 O'CLOCK P.M.**

AGENDA

33. ENGINEERING:

- A. Take all appropriate action on Third Amendment to the Professional Services Agreement between Fort Bend County and TEDSI Infrastructure Group increasing compensation in an amount not to exceed \$13,350; total project cost not to exceed \$88,350, for improvements to Harlem Road, Project No. 725A, Precincts 3 and 4. (Fund: 2007 Mobility Bonds)
- B. Take all appropriate action on the Professional Design Engineering Services Agreement between Fort Bend County and Dannenbaum Engineering Corporation to serve as Program Manager for Phase I/Design Phase of the extension of FM 1093 from State Highway 99 to west of FM 359, for an amount not to exceed \$5,156,625.00, Mobility Bond Project #748, Precinct 3. (Fund: 2007 Mobility Bonds)
- C. Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Cobb, Fendley & Associates, Inc. in an amount not to exceed \$237,142.00 for improvements to Gaston Road, Mobility Bond Project 733, Precinct 3. (Fund: 2007 Mobility Bonds)
- D. *CALL FELICIA* Take all appropriate action on Interlocal Agreement between Fort Bend County and the City of Missouri City in an amount not to exceed \$265,603 for design and \$2,213,355 for construction of improvements to Lexington Blvd., Mobility Bond Project 722, Precinct 2. (Fund: 2007 Mobility Bonds)
- E. Take all appropriate action on request to abandon Torrey Pines Drive, a street stub dedicated to the public with Aliana Section 10, Precinct 4.
- F. Take all appropriate action on request by James N. & Barbara Burgin for a variance to the Fort Bend County Regulations of Subdivisions, Section 2.2B, to allow 2.71 acres to be divided out of 15.271 acres located in the John Randon League, Abstract 76, recorded in official Fort Bend County Deed Records, Instrument #2000091429 and Instrument #2011080869, Fort Bend County, Texas, Precinct 3.
- G. Take all appropriate action on request for variance to the building set back line requirement, (Section 5.12 C of the Fort Bend County Regulations of Subdivisions), for Cinco Ranch Southwest, Section 48 Partial Replat No. 1, on behalf of Terrabrook Cinco Ranch Southwest, Ltd., Precinct 3.
- H. Take all appropriate action on the plat for Cinco Ranch Southwest, Section 48 Partial Replat No. 1, Precinct 3.
- I. Take all appropriate action on the Advance Funding Agreements between Fort Bend County and Texas Department of Transportation for Bridge Replacement for Rehabilitation Off the State System for these bridges: CSJ 0912-34-176 Meyer Road at Snake Creek Tributary; and CSJ 0912-34-177 Meyer Road at Snake Creek, Precinct 1, at no cost to the County.