

December 9, 2015



Fort Bend Grand Parkway Toll Road Authority (FBGPTRA)
c/o Mr. Mike Stafford
Gardere Wynne Sewell LLP
2000 Wells Fargo Tower
1000 Louisiana Tower
Houston, Texas 77002

19 Briar Hollow Lane
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Houston, Texas 77027

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Re: Buc-ee's at 1243 Crabb River Road
Fort Bend County
Partial Taking for Grand Parkway

Mr. Stafford:

This letter is RVI's proposal to provide professional land planning services for the referenced "Project". RVI's services will be performed in close coordination with any other consultants retained by the Client including a real estate appraiser.

BACKGROUND

The existing Buc-ee's is located on approximately 3.25 acres at the southwest corner of Crabb River Road and Sansbury Boulevard. Our objective as your Consultant is to provide site assessment services based on action by FBGPTRA to construct Segment C of the Grand Parkway south of U.S. Highway 59/Interstate 69.

BASIC SERVICES

Consultant shall provide the following services with respect to the project:

Site Assessment Services

1. Collect and review information, plans, maps, surveys and aerial photographs for the referenced property and its environs.
2. Review right-of-way maps defining the parcel to be acquired by the County, check the metes and bounds, and analyze any changes in access.
3. Review toll road schematic and/or construction plans at and near the property.
4. Conduct a site visit to collect pertinent first-hand knowledge of the land, its physical characteristics, improvements, condition and context.
5. Identify governmental land development regulations affecting the property both before and after the taking.

HOUSTON / AUSTIN / DALLAS



obtaining permits and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.

INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred, in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable thirty days following the date of the invoice, at the office of RVI, 19 Briar Hollow Lane, Suite 145, Houston, Texas 77027. Amounts remaining unpaid sixty days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement.

INFORMATION TO BE PROVIDED BY CLIENT

The Client shall provide, in a timely manner, any property surveys, site plans, right-of-way acquisition maps or other information that may be available to assist the Consultant in completing the land planning services.

OTHER INFORMATION

Consultant may rely upon commonly used sources of data including database searches and agency contacts. Consultant does not warrant the accuracy of the information obtained from these sources and has not been requested to independently verify such information.

TERMINATION

This contract may be terminated by either party, without cause and for its convenience, at any time prior to completion of Consultant's services, upon not less than seven days written notice to the other party. In the event of termination not the fault of the Consultant, the Client shall, within fifteen days following the termination, pay Consultant for all services performed prior to termination, together with reimbursable and pre-approved sub-consultant expenses incurred before termination. Client waives any and all claims, causes of action and damages that it has or may have against Consultant arising out of termination not the fault of Consultant, including termination without cause.

DISPUTE RESOLUTION

All claims, disputes and other matters in question arising out of or related to the Contract or the services provided thereunder shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.



SUCCESSORS AND ASSIGNS

Neither Client nor Consultant shall assign, sublet, or transfer their interest in the Contract without the written consent of the other. Client’s representative signing the Contract warrants that he or she has full authority to bind Client to the Contract.

LIABILITY

Consultant and Client acknowledge and agree that the services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill. Consultant’s liability for any and all claims shall be limited to the total amount of fees specified in this Agreement.

Consultant assumes no responsibility for the engineering interpretation and design, nor actual construction of project improvements.

TEXAS BOARD OF LANDSCAPE ARCHITECTURAL EXAMINERS

Under Chapter 1052 of the Texas Occupations Code, The Texas Board of Landscape Architectural Examiners - 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.

APPROVED AND ACCEPTED

CONSULTANT:
RVI

Chris Patterson, AICP
Vice President

December 9, 2015
Date

CLIENT:
Fort Bend Grand Parkway
Toll Road Authority

Signature

James D. Cordrey, DDS, Chairman
Printed Name & Title

EFFECTIVE DATE

This agreement is effective on the date it is approved by the Fort Bend County Commissioners Court, and if not so approved shall be null and void.

Date of Commissioners Court approval: _____

Agenda Item No.: _____