

**Item 34 continued - Purchasing;**

- N. Take all appropriate action on Third Amendment to Professional Engineering Services Agreement for Turn Lane Design Improvements between Fort Bend County, Fort Bend County Assistance District No. 1, and Progressive Consulting Engineers, PLLC, in an additional amount of \$10,000 for a total contract amount not to exceed \$215,968 with no change to the Assistance District obligation of \$39,300, Mobility Bond Project No. X23, Precinct 3. (Fund: Harris-Fort Bend County Emergency Services District No. 100)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Third Amendment to Professional Engineering Services Agreement for Turn Lane Design Improvements between Fort Bend County, Fort Bend County Assistance District No. 1, and Progressive Consulting Engineers, PLLC, in an additional amount of \$10,000 for a total contract amount not to exceed \$215,968 with no change to the Assistance District obligation of \$39,300, Mobility Bond Project No. X23, Precinct 3. (Fund: Harris-Fort Bend County Emergency Services District No. 100)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- O. Take all appropriate action on Amendment to Agreement for Professional Engineering Services between Fort Bend County and Cobb, Fendley & Associates in an additional amount of \$28,596 for a total contract amount not to exceed \$518,474, pursuant to SOQ 14-025, regarding Gaston Road, Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement for Professional Engineering Services between Fort Bend County and Cobb, Fendley & Associates in an additional amount of \$28,596 for a total contract amount not to exceed \$518,474, pursuant to SOQ 14-025, regarding Gaston Road, Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

STATE OF TEXAS                    §  
   §  
 COUNTY OF FORT BEND           §

**AMENDMENT TO AGREEMENT FOR  
 PROFESSIONAL ENGINEERING SERVICES**

**THIS AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Cobb, Fendley & Associates, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 5, 2015, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation to complete the additional services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional twenty-eight thousand five hundred ninety-six dollars and no/100 (\$28,596.00) for the additional services to be rendered under the Agreement as described in the proposal dated December 24, 2015 attached as Exhibit "A" hereto and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed five hundred forty-seven thousand seventy dollars and no/100 (\$547,070.00), authorized as follows:  
       \$518,474.00 under the Agreement; and  
       \$28,596.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an approved change order.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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Amendment to Agreement for Professional Engineering Services  
 2013 Mobility Bond Project No. 13311  
 Page 1 of 2

FORT BEND COUNTY

*Robert E. Hebert*

Robert E. Hebert, County Judge

COBB, FENDLEY & ASSOCIATES, INC.

*Dale Conger*

Dale Conger, President

January 26, 2016  
Date

1-14-16  
Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



APPROVED:

*Richard W. Stolleis*  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

*Marcus D. Spencer*  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 518,474.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Edward Sturdivant*  
Robert Edward Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Gaston Road\Amend 1 - Gaston Seg 1.Cobb Fendley.docx

# EXHIBIT A



December 24, 2015

Mr. Mark Dessens, P.E.  
SCHAUMBURG & POLK, Inc.  
11767 Katy Freeway, Suite 370  
Houston, Texas 77079

Attention: Mr. Mark Dessens  
Project Manager-Ft. Bend County  
2013 Mobility Projects

Re: Professional Engineering Supplemental Services  
for traffic signal design at Greenbusch Road  
at Gaston Road

Dear Mr. Dessens:

Cobb, Fendley & Associates, Inc. (CobbFendley) hereby requests authorization to provide traffic signal design engineering services for the intersection of Gaston Road and Greenbusch Road in connection with the PS&E for the Gaston Road between Katy Flewellen and Greenbusch Road, Segment I, Project No. 13311.

CobbFendley in conjunction with Neil-Schaffer shall perform and deliver the traffic engineering services. Specific services proposed by the traffic engineering consultant are described in their attached proposal addressed to Cobb, Fendley & Associates dated 12/3/2015.

The design of this traffic signal will be incorporated in to the PS&E documents for the Gaston Road project between Katy Flewellen and Greenbusch Road, Segment I, Project No. 13311.

#### **Project Limits**

1. The project limits are approximately 300-ft in either direction along Gaston and Greenbusch Road approaches to the intersection.

#### **Right of Way**

1. The existing ROW will be verified based on prior as-built information.
2. It is assumed the existing ROW has been dedicated and/or owned by Fort Bend County.
3. The existing ROW envelope will be used to design the traffic signal appurtenances however, if deemed necessary additional ROW surveying will be requested accordingly.

#### **Traffic Control and Construction Phasing**

1. Traffic control and construction sequencing for the overall construction of the Greenbusch and Gaston Road.



**Compensation**

Traffic Signal Design (Neil-Schaffer Proposal Attached) .....	\$22,360.00
Additional Services by CobbFendley.....	\$6,236.00
<hr/> <hr/>	
TOTAL SUPPLEMENTAL SERVICES THIS AUTHORIZATION .....	\$28,596.00

The above additional services will be performed for a total fee that will not exceed \$28,596.00. We are submitting this proposal to keep the development towards final contracts moving and look forward to speaking with you concerning any key issues including the distribution of work. If you should need any additional information don't hesitate to call me at (713) 462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mahmoud Salehi".

Mahmoud Salehi, P.E.  
Senior Project Manager

Attachment



**Cobb Fendley Fee Supplemental Summary**  
**2013 Fort Bend County Mobility Program**  
**Gaston Road Segment 2 from Greenbuach to Katy Flewellen**

Sponsor: Fort Bend County

Date: 12/21/15

<b>BASIC SERVICES</b>			
Classification	Hours	Rate	Labor Cost
Principal	0	\$86.67	\$0.00
Project Manager	14	\$70.00	\$980.00
Senior Engineer	8	\$81.67	\$653.33
Project Engineer III	0	\$50.00	\$0.00
Project Engineer I	8	\$36.67	\$293.33
Senior Technician	0	\$41.67	\$0.00
CAD Operator	0	\$33.33	\$0.00
RPLS	0	\$50.00	\$0.00
3-Man Crew	0	\$50.00	\$0.00
Survey Tech I	0	\$31.67	\$0.00
Utility Specialist	0	\$43.33	\$0.00
Clerical	0	\$23.33	\$0.00
<b>Total Labor</b>	<b>30</b>		<b>\$1,926.67</b>
OVERHEAD	180.00%		\$3,468.00
OPERATING MARGIN	15%		\$809.20
EXPENSES			\$0.00
<b>TOTAL BASIC SERVICES PHASES I&amp;II</b>			<b>\$6,203.87</b>

Expense Estimate						
Task	Deliveries	Miles	Mileage (\$0.58 per mile)	Reproduction	Review Fees (TDLR)	Total Cost
<b>Project Management</b>						
Project kick-off meeting (1)	\$0	0	\$0	\$0	\$0	\$0
Attend status meetings (12)	\$0	0	\$0	\$0	\$0	\$0
Prepare invoice (monthly) (12)	\$0		\$0	\$0	\$0	\$0
Update project status (12)	\$0		\$0	\$0	\$0	\$0
Project coordination (project staff & subs)	\$0	0	\$0	\$0	\$0	\$0
<b>Preliminary Engineering Report</b>						
Data collection	\$0		\$0	\$0	\$0	\$0
Conduct field visits	\$0	55	\$32	\$0	\$0	\$32
Typical sections	\$0		\$0	\$0	\$0	\$0
Horz/Vert alignments	\$0		\$0	\$0	\$0	\$0
Alternatives analysis	\$0		\$0	\$0	\$0	\$0
Traffic studies	\$0		\$0	\$0	\$0	\$0
Drainage studies	\$0		\$0	\$0	\$0	\$0
Construction sequencing/TCP	\$0		\$0	\$0	\$0	\$0
Utility coordination	\$0		\$0	\$0	\$0	\$0
Right-of-Way requirements	\$0		\$0	\$0	\$0	\$0
Construction cost estimate	\$0		\$0	\$0	\$0	\$0
Interagency coordination	\$0		\$0	\$0	\$0	\$0
Prepare draft PER	\$0		\$0	\$0	\$0	\$0
Prepare final PER	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
<b>Final Design</b>						
Revise horz/vert alignments	\$0		\$0	\$0	\$0	\$0
Drainage design	\$0		\$0	\$0	\$0	\$0
Utility coordination	\$0		\$0	\$0	\$0	\$0
Agency approvals (TxDOT, Drainage District, TDLR)	\$0		\$0	\$0	\$0	\$0
Prepare 50% submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profiles	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Illumination	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Technical specifications	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Prepare 100% submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
General notes	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profiles	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Cross sections	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Signing & pavement markings	\$0		\$0	\$0	\$0	\$0
Illumination	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Prepare project manual (specifications, bid forms)	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Prepare final submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
General notes	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profiles	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Cross sections	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Signing & pavement markings	\$0		\$0	\$0	\$0	\$0
Illumination	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Prepare complete project manual (specs, bid forms and front end docs)	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
<b>Bid Phase</b>						
Attend Pre-Bid Meeting	\$0	0	\$0	\$0	\$0	\$0
Questions & Addenda	\$0		\$0	\$0	\$0	\$0
Tabulation & Recommendation of Bid	\$0		\$0	\$0	\$0	\$0
Total Cost	\$0		\$32	\$0	\$0	\$32

Exhibit D

Neel-Schaffer, Inc.							
TRAFFIC SIGNAL DESIGN LEVEL OF EFFORT (LOE) FEE ESTIMATE GASTON RD AT GREENSBUSCH RD - FORT BEND COUNTY							
LUMP SUM SERVICE							
DURATION FOR PRELIMINARY DESIGN PHASE BASIC SERVICES = _____ DAYS							
	Engineer Manager	Project Manager	Senior Engineer	E.I.T. Pre- Prof	Admin / Clerical	Total Hours	Total Cost
DIRECT LABOR COST							
HOURLY RATE BY CLASSIFICATION	\$ 180	\$ 165	\$ 135	\$ 100	\$ 60		
<b>1. Traffic Services</b>							
Traffic Signal Design (1 intersection)	8		72	72		152	\$18,360.00
<b>TOTAL TRAFFIC HOURS</b>	8	0	72	72	0	152	
<b>TOTAL TRAFFIC FEES</b>	\$1,440.00	\$0.00	\$9,720.00	\$7,200.00	\$0.00		<b>\$18,360.00</b>

December 3, 2015  
Neel-Schaffer Proposal No. 29-2-1124

Cobb, Fendley & Associates, Inc.  
Attn: Mahmoud Salehi, P.E.  
13430 Northwest Fwy, Suite 1100  
Houston, Texas 77040

**Re: Gaston Road at Greensbusch Road Signal Design Plans  
Fort Bend County, TX**

Dear Mr. Salehi:

We are pleased to submit this proposal to prepare signal design plans for the above captioned project as indicated on Exhibit C. A detailed scope of work (Exhibit A) and Level of Effort (Exhibit D) are attached for your review and approval. Based on the attached scope of work, we propose to provide these services for a lump sum fee of \$18,360.00 with reimbursable expenses not exceeding \$1,500. Upon receipt of a written notice to proceed and completed topographic survey (by others), it is anticipated that this project will require approximately eight (8) weeks to complete preliminary plans suitable for review and comment by County officials.

Please note that all activities related to coordination with regulatory bodies will be billed separately on an hourly basis using our 2015 Schedule of Rates not to exceed \$2,500.

Neel-Schaffer, Inc. will bill Cobb, Fendly & Associates (CFA), monthly for our services based on work completed to date. We hold CFA as project representative responsible for payment of services. Our statements shall be due and payable within 30 days of statement date. If payment is not made within 90 calendar days of statement date, the amounts due us may include a charge of one percent per month from the sixtieth day. Payment of these services will be performed in accordance with our attached General Terms and Conditions (Exhibit B).

*(NOTE: This proposal does NOT include any surveying tasks nor does it include any other support services such as environmental assessments, geotechnical investigations, etc.)*

This letter, Exhibits A, B, C, and D (attached) will represent the entire understanding between CFA and Neel-Schaffer, Inc. with respect to the services we will provide for this project, and may be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of our agreement, please have the original document signed by both property owners in the space provided and return to us, keeping a copy for your files.

December 3, 2015  
Mahmoud Salehi, P.E.  
Page 2

We are looking forward to working with you on this project. Should you have any questions or if I may be of further service to you in any way, please don't hesitate to call me at 713-783-7117 or 713-232-9050.

Sincerely,  
NEEL-SCHAFFER, INC.



Charles "Sonny" Smoak, Jr., P.E.  
Houston Office Manager/Engineer Manager

Enclosures

cc: Jerry Trumps, Senior Vice President, Neel-Schaffer, Inc.

Agreed to and accepted by:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date





## Exhibit A

December 3, 2015  
Proposed Scope of Work  
Traffic Signal Design for  
Gaston Road at Greensbusch Road  
Fort Bend County, TX

### **Intersection Improvements**

NSI will prepare traffic signal plans for the intersection of Gaston Road at Greensbusch Road. The traffic signal design for this intersection will be based upon TxDOT design standards and guidelines as well as incorporation of any applicable Fort Bend County standards and specifications. PS&E will consist of plan sheets indicating the location of all signal equipment such as mast arm/span wire poles, controller/cabinet, junction boxes, conduit, power service/disconnect, detection devices, signs and signal heads. PS&E will also consist of basis of estimate, existing conditions layout, electrical schedule, electrical service data, loop detector schedule, primary sequence chart, requisite intersection striping, ADA-compliant pedestrian facilities (ramps), and applicable standard details. In addition, NSI will provide an estimated opinion of probable construction cost based on required pay items and corresponding current unit prices for these pay items.

Topographic survey data (provided by others) should include 300 feet either direction along Gaston Road and 300 feet along Greensbusch Road. Survey should include delineation of right-of-way, utility coordination, representation of all utilities, and provide mapping according to TxDOT and Fort Bend County standards.

Lastly, NSI will provide administrative assistance during the construction phase. *(NOTE: construction phase services do NOT include construction inspection responsibilities.)*

**EXHIBIT B**  
**NEEL-SCHAFFER, INC. (NSI)**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL CONSULTANT SERVICES**

1. **Relationship between NSI and Owner.** NSI shall serve as the Owner's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. NSI shall not be considered to be the agent of the Owner.
2. **Responsibility of NSI.** NSI will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Owner shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Owner shall give prompt written notice to NSI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Owner shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Owner becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner and the Owners' contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be the property of NSI. NSI shall have the right to retain copies of all documents for its files.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Owner agrees they should not be used by the Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
8. **Suspension of Services.** Owner may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.
9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Owner.
10. **Delays.** If NSI's services are delayed by the Owner, or for other reasons beyond NSI's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NSI shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of NSI.

Owner shall indemnify and hold harmless NSI from NSI's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of NSI and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to NSI, and NSI shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or NSI or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Owner and Engineer as set forth in Section 17 Risk Allocation of this Agreement.

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Owner will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Insurance.** Within the context of prudent business practices, NSI shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Owner recognizes that insurance market is erratic and NSI cannot guarantee to maintain the coverages identified above.
16. **Information Provided by the Owner.** NSI shall indicate to the Owner the information needed for rendering of services hereunder. The Owner may elect to provide this information (including services by others) to NSI. In this case, the Owner recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Owner. In addition, the Owner agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Owner which is insufficient.
17. **Risk Allocation.** The Owner recognizes that NSI's fee includes an allowance for funding a variety of risks which affect NSI by virtue of their agreeing to perform planning services on the Owner's behalf. One of these risks stems from the NSI's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit NSI's liability to the Owner arising from NSI's professional acts, errors or omissions, such that the total aggregate liability of NSI to all those named shall not exceed \$50,000 or NSI's total fee for the services rendered on this project, whichever is greater.
18. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Owner. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Owner shall be taken to mean that the Owner is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment will be credited first to any interest owed then to principal. If the Owner fails to make payments; the Engineer, after giving seven days written notice to the Owner, may suspend services until the Owner has paid in full all amounts due for services, expenses, and other related charges. The Owner waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Owner contests an invoice, the Owner may withhold only that portion so contested and pay the undisputed portion, after the Owner has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
- If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
19. **Force Majeure.** Neither Owner nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes,

walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
23. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
24. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**NEEL-SCHAFFER, INC.**  
**2015 RATE SCHEDULE FOR PROFESSIONAL SERVICES**

<b>EMPLOYEE CLASSIFICATION</b>	<b>POSITION</b>	<b>HOURLY RATE</b>
P-9	Senior Officer	\$205.00
P-8	Senior Manager	\$190.00
P-7	Engineer Manager/Professional IV/Survey Manager	\$180.00
P-6	Senior Project Manager/Assistant Engineer Manager/Professional III	\$165.00
P-5	Project Manager/Professional II	\$135.00
P-4	Professional I	\$120.00
P-1, P-2, P-3	Professional Intern	\$100.00
T-6	Senior Certified Engineering Technician	\$135.00
T-5	Certified Engineering Technician/Supervisory Technician	\$115.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$100.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$90.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$75.00*
T-1	Technician I/Inspector I/Survey Assistant	\$60.00*
T-1	Student Intern	\$40.00*
A-4	Senior Administrative	\$75.00
A-2, A-3	Clerical	\$60.00*
A-1	Assistant Clerical	\$40.00*
	Four-Member Survey Party	\$185.00*
	Three-Member Survey Party	\$160.00*
	Two-Member Survey Party	\$140.00*
	One-Member Survey Party	\$85.00*

\* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

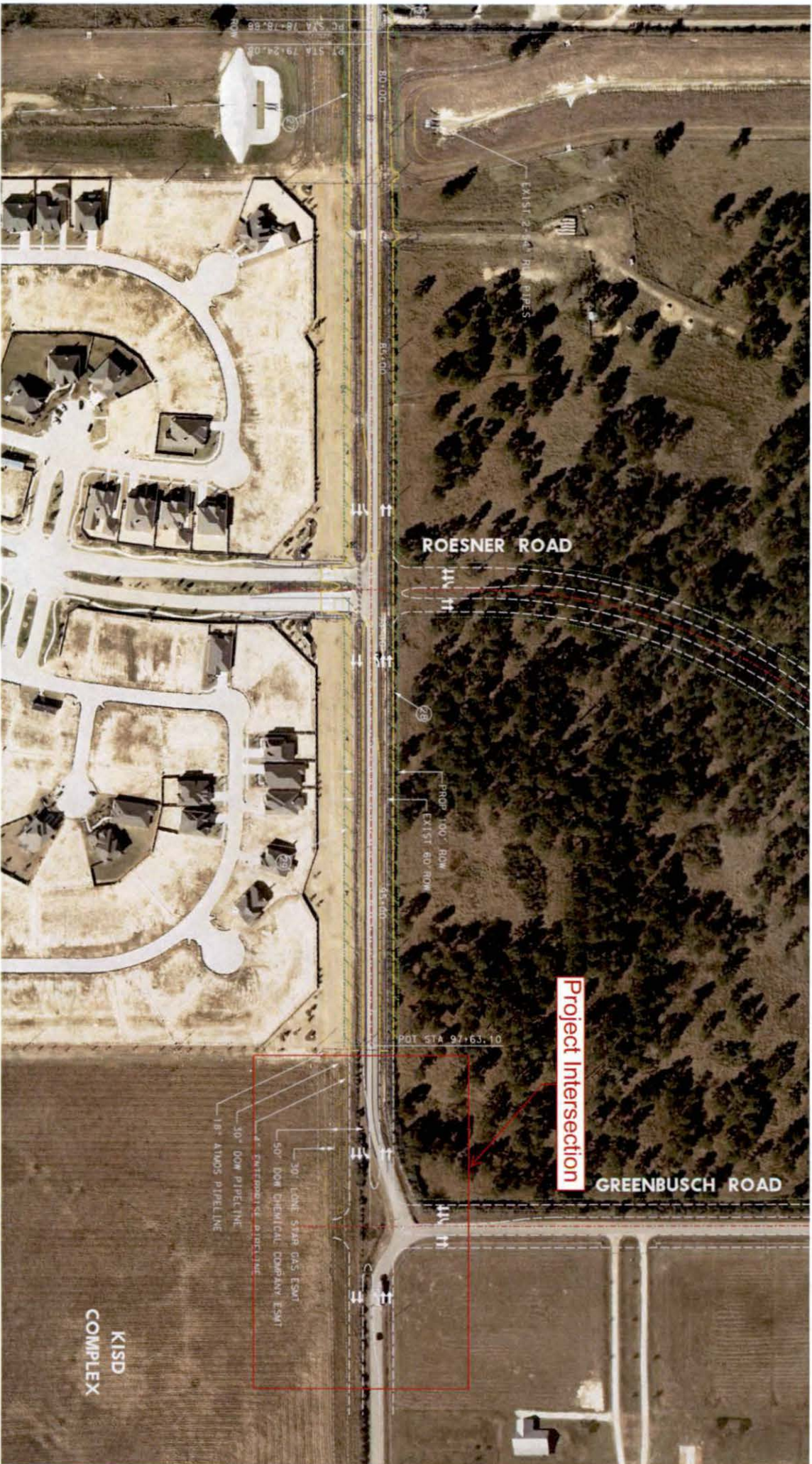
"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

**REIMBURSABLE EXPENSE SCHEDULE**

<b>EXPENSE</b>	<b>COST</b>
Vehicle Mileage	\$0.575/mile

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Cobb, Fendley & Associates, Inc.  
Houston, TX United States

**Certificate Number:**  
2016-3220

**Date Filed:**  
01/14/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**Date Acknowledged:**

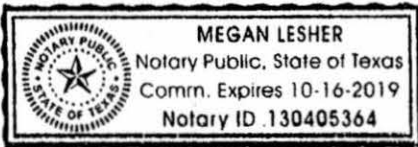
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
13311  
Engineering Consulting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bostwick, John Cal	Houston, TX United States	X	
Funk, Stephanie	Houston, TX United States	X	
Silver, Monica	Houston, TX United States	X	
Conger, Dale	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Dale Conger*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dale Conger, this the 15<sup>th</sup> day of January 2016, to certify which, witness my hand and seal of office.

*Megan Lesher*  
Signature of officer administering oath

Megan Lesher  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Houston, TX United States

Certificate Number:  
2016-3220

Date Filed:  
01/14/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

Date Acknowledged:

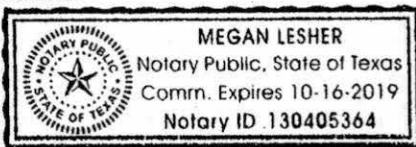
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13311  
Engineering Consulting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bostwick, John Cal	Houston, TX United States	X	
Funk, Stephanie	Houston, TX United States	X	
Silver, Monica	Houston, TX United States	X	
Conger, Dale	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Dale Conger*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dale Conger, this the 15<sup>th</sup> day of January 2016, to certify which, witness my hand and seal of office.

*Megan Lesher*  
Signature of officer administering oath

Megan Lesher  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Cobb, Fendley & Associates, Inc.  
 Houston, TX United States

**Certificate Number:**  
 2016-3220

**Date Filed:**  
 01/14/2016

**Date Acknowledged:**  
 01/26/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 13311  
 Engineering Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bostwick, John Cal	Houston, TX United States	X	
	Funk, Stephanie	Houston, TX United States	X	
	Silver, Monica	Houston, TX United States	X	
	Conger, Dale	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath