

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/08/2009	Submitted By: P.Batts
Court Agenda Date: 07/14/09	Department: Engineering
	Phone Number: 281 633 7507

*Agreement*

**SUMMARY OF ITEM:** Take all appropriate action to approve a **Proposal** for Engineering Services for the extension of South Post Oak Road and Reconstruction of McKeever Road from South Post Oak Road to West of Steep Bank Trace in an amount not to exceed \$383,188.82, Mobility Bond Project #763, Precinct 1. (Fund: Mobility Bonds)

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Activity (If Applicable): \_\_\_\_\_ Account Number: \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

COUNTY JUDGE  
 RECEIVED  
 JUL 08 2009

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**  
 Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

7-24-09 orig. ret. to Paulette at Engineering



2929 Briarpark Drive      Phone    713.953.5200  
Suite 600                      Fax        713.953.5026  
Houston, Texas 77042-3703    www.ljaengineering.com

July 2, 2009

**PROPOSAL**

Mr. Jesse Hegemier, PE  
County Engineer  
Fort Bend County Engineering Department  
1124 Blume Road  
P.O. Box 1449  
Rosenberg, Texas 77471-1449

Re:    Proposal for Engineering Services for the Extension of South Post Oak Road  
      and Reconstruction of McKeever Road from South Post Oak Road  
      to West of Steep Bank Trace  
      LJA Proposal No. 09-0578r

Dear Mr. Hegemier:

LJA Engineering & Surveying, Inc. (LJA) is pleased to submit our scope and fee for engineering services for proposed improvements including the extension of South Post Oak Road to connect State Highway 6 to McKeever Road, the reconstruction of McKeever Road from the intersection of South Post Oak Road to approximately 400 feet west of the intersection of Steep Bank Trace, and pavement transitions at both ends of McKeever Road in Fort Bend County, Texas.

The scope of services includes final design and contract phase engineering services to prepare construction documents to extend South Post Oak Road from State Highway 6 to McKeever Road and improve the existing from the intersection of South Post Oak Road to approximately 400 feet west of the intersection of Steep Bank Trace.

Once notice to proceed is received, we anticipate two (2) months for completion of surveying services and six (6) months for completion of final design for a total of eight (8) months.

Our proposed compensation for these professional services will be on a lump sum basis of \$383,188.82. Detailed backup for this fee is included as Attachment B.

LJA looks forward to working with Fort Bend County Engineering on this project. If you have any questions, please contact me at 713.953.5040 or via email at [cforister@ljaengineering.com](mailto:cforister@ljaengineering.com).

Regards,

Clay Forister, PE  
Project Manager

CAF/rp



Mr. Jesse Hegemier  
July 2, 2009  
Page 2 of 2

Copy: David Balmos, PE - Klotz Associates  
Jeff Collins, PE, PMP - LJA  
Jim Spackman, PE - LJA

**Attachments:**

Engineering Services Agreement  
Attachment A Scope of Services  
Attachment B Fee Schedule  
Attachment C Schedule of Hourly Rates  
Attachment D Plan Set Drawings  
Attachment E Project Limits Exhibit

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County, Texas, hereinafter called "the County" and LJA Engineering & Surveying, Inc., hereinafter called "Engineer."

### WITNESSETH

WHEREAS, Fort Bend County proposes to construct the extension of South Post Oak Road to connect State Highway 6 to McKeever Road and the improvement of McKeever Road in Fort Bend County, Texas, called ("the Project");

WHEREAS, Fort Bend County desires to enter into an agreement for the performance by Engineer of professional services during the Project;

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, local government code; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

### AGREEMENT

#### 1. General

The Engineer shall render professional services to the County related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

#### 2. Compensation and Payment

- a. The Maximum Compensation under this contract is \$383,188.82. In no case shall the amount paid under this contract exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$383,188.82. Progress payments for authorized work detailed in Attachment A will be made when the engineer has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of the County.

- b. All performance of the Scope of Services and any Additional Services including changes in the contractual scope of work and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the County. Payment will be made on the basis of project completion certification and in accordance with those payment procedures set forth in subparagraph d below.
- c. The cost of all subcontractors employed by the Engineer to perform services specified in this Agreement are included in the Lump Sum Amount referenced in 2.a.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the eighth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by a progress report indicating the percent complete for the schedule of values describing the tasks described by the scope of work in a form acceptable to the County.) The County shall reserve the right to withhold payment pending verification of satisfactory work performed. The County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor. The County shall pay each such approved invoice within thirty (30) calendar days. Final Payment does not relieve the Engineer of the responsibility of correcting errors and/or omissions resulting from its negligence.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end 720 calendar days from that date unless extended by supplemental agreement. Tasks described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended by the County.

4. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the County shall compensate the Engineer in accordance with paragraph 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the County. The Engineer's final invoice for said services will be

presented to and paid by the County in the same manner set forth in paragraph 3(b), above.

- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.
- c. If the County terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. A reproducible copy of all completed and partially completed documents prepared under this Agreement shall be delivered to the County within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the County, or any duly authorized agent of the County, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. County's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the County subject to all of the following terms and conditions; provided, however, County shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to County within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this

Agreement. It is mutually agreed that County will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at The County's sole risk and without liability or legal exposure to Engineer.

County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and County that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to County all of Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of County that Engineer is permitted to use in connection with the services will not be used without County's consent and shall remain in the sole and exclusive properties of County and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the County, to perform the Scope of Services when and as required and without delays. It is understood that the County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Clay A. Forister, P.E. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the County

The following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the County. Responsibility to the County for sublet work shall remain with the Engineer.

10. Conference

At the request of the County, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the County, or at the site of the Project, and shall permit inspections of its offices by the County, or others when requested by the County.

11. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the County's Executive Director and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be made in accordance with the schedule contained in Attachment C.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall furnish certificates of insurance to the County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer,

name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 

\$1,000,000	general aggregate limit
\$325,000	each occurrence, combined single limit
\$325,000	aggregate Products, combined single limit
\$325,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County Commissioners shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County Commissioners, with the exception of insurance required under paragraph "e."

14. Indemnification

With respect to claims brought by third parties against either Engineer or the County relating to the property or facilities with respect to which this Agreement pertains, Engineer and the County agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE COUNTY OR STRICT LIABILITY IMPOSED UPON THE COUNTY AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE COUNTY AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the County and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the County and the Engineer agree to submit the dispute to mediation. In the event the County or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the County and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the County under this Agreement shall be delivered to the Fort Bend County Engineer, P.O. Box 1449, Rosenberg, Texas 77471-1449, Attention: Jesse Hegemier, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Jeff P. Collins, P.E., 2929 Briarpark Drive, Suite 600, Houston, TX 77042, or such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, and other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the County shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Appendices

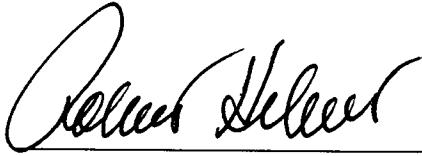
The Appendices attached to this Agreement, which consists of:

- |              |                          |
|--------------|--------------------------|
| Attachment A | Scope of Services        |
| Attachment B | Fee Schedule             |
| Attachment C | Schedule of Hourly Rates |
| Attachment D | Plan Set Drawings        |
| Attachment E | Project Limits Exhibit   |

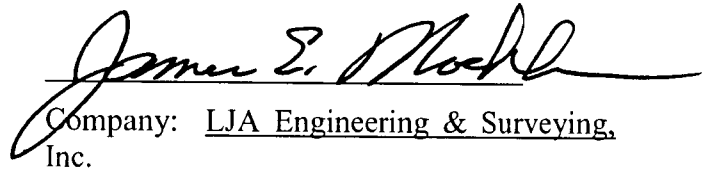
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 14 day of July, 2009.

FORT BEND COUNTY

ENGINEER



Robert E. Hebert, County Judge  
7-20-09



Company: LJA Engineering & Surveying, Inc.

Name: James E. Moehlman, P.E., RPLS

Title: Senior Vice President



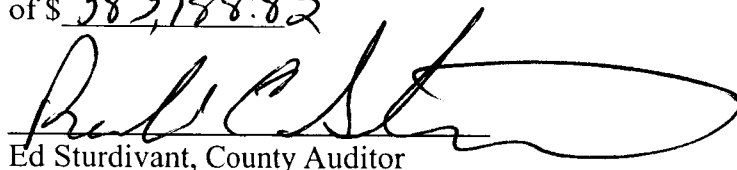
ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available to  
Pay the County's obligation in the amount  
of \$ 383,188.82



Ed Sturdivant, County Auditor

**Attachment A**  
**Scope of Services – Basic Services**  
**South Post Oak Road Extension**

The proposed improvements include the extension of South Post Oak Road to connect State Highway 6 (SH 6) to McKeever Road, the reconstruction of McKeever Road from the intersection of South Post Oak Road to approximately 400 feet west of the intersection of Steep Bank Trace, and pavement transitions at both ends of McKeever Road following the basic alignment shown in Attachment E.

1. General

- A. Prepare and deliver to the Project Manager a bar chart schedule detailing the design milestones.
- B. Attend periodic progress meeting with the Project Manager, County Engineer, and regulatory agencies as required to present a status report on project development, discuss and resolve design issues, and ensure quality control of the design.
- C. Furnish to the Project Manager and the County, where applicable, the engineering data necessary for applications for routine permits required by local, state, and federal authorities.

2. Preliminary Engineering

A. Engineering Services

- The Engineer will collect all available plans, studies, utility layouts, survey data, and all other data pertaining to the project.
- Perform site visits to verify existing conditions.
- Develop and verify basic design criteria based on Fort Bend County requirements. The criteria will be documented in an email and submitted to the County for electronic review and approval.
- Verify and refine the preliminary geometric design based on approved alignment and existing conditions as verified by site visit and topographic surveying. Design elements to be verified and refined are horizontal alignment, vertical profile, right-of-way requirements, and potential utility conflicts.
- Prepare Intersection Signal Warrant Analysis. Traffic signal warrant analysis will be performed for the intersections of South Post Oak Road at SH 6, South Post Oak Road at McKeever Road and South Post Oak Road at Steep Bank Trace. As part of this analysis, 24-hour approach volumes and 12-hour turning movement counts will be conducted at the intersections of South Post Oak Road at SH 6, McKeever Road at SH 6, and McKeever Road at Steep Bank Trace. This data will be used to develop a traffic demand study for the project upon which the traffic signal warrant analyses will be based. The findings of this study will be summarized in a letter report.

**Attachment A**  
**Scope of Services – Basic Services**  
**South Post Oak Road Extension**

- Provide preliminary layouts, drainage analysis, and signal warrant analysis for coordination with the Texas Department of Transportation for connection of South Post Oak Road to SH 6.

**B. Right-of-Way Mapping and Design Survey Services**

Project Limits: McKeever Road: 1200 feet west of Steep Bank Trace to 400 feet east of proposed South Post Oak Road being approximately 9,700 linear feet, and along proposed South Post Oak Road from McKeever Road north to 100 feet past its intersection with SH 6, being approximately 3,600 linear feet.

- Acquire owner's permission to enter all subject tracts.
- Perform design survey. Cross section proposed alignment at a minimum of 100-foot intervals extending 30 feet beyond proposed right-of-way (ROW).
- Cross Sections 200 feet upstream and downstream on Chocolate Bayou and Gulf Coast Water Authority (GCWA) canal at 100-foot intervals.
- Survey existing topographic features within and 30 feet beyond the perimeter of proposed detention pond area.
- Locate all utilities which are visible or marked in field.
- Perform abstracting for right-of-way and properties adjoining McKeever Road.
- Prepare property descriptions and parcel plats for approximately two (2) taking parcels, including a parcel for a detention pond and two (2) drainage easements. Monument proposed right-of-way and drainage easements.
- Provide horizontal and vertical control for construction staking (Limited Control Staking Type B).

**C. Environmental Documentation**

- Perform Phase I Environmental Site Assessment. The work to be performed under this item is described as "Task 1" in Exhibit A-1.
- This scope does not include any research, field investigation, or other analysis with regard to Wetlands or other Jurisdictional Waters of the United States. A previous determination of no impact has been received from the USACE for the area. This scope also does not include an Historical/Cultural Archeological Survey or a Threatened and Endangered Species Survey at the direction of Fort Bend County as both have been performed previously by the landowner. Should changed circumstances during project development require additional work for these items, the work will be added to this scope by supplemental agreement.

**D. Geotechnical Study**

**Attachment A**  
**Scope of Services – Basic Services**  
**South Post Oak Road Extension**

- The work to be performed under this item is described as “Task 3” in Exhibit A-1.

3. Final Design

A. Engineering Services

- Construction drawings will be prepared on 11”x17” sheets.
- Prepare plan and profile sheets showing horizontal and vertical alignment data, existing planimetric information, proposed and existing ROW, proposed and existing utilities, and drainage features.
- Prepare final typical sections showing roadway widths, slopes, pavement structure, ROW, and grading for each varying location.
- Complete Drainage Impact Analysis report consistent with guidelines set forth in the Fort Bend County Drainage Design Manual. Determine mitigation measures (if required) for proposed roadway improvements. If detention is required to mitigate proposed flows, a detention basin location will be determined and sized. A preliminary footprint layout will be completed for the impact analysis. Determine preliminary ditch sizes along with any cross culvert locations. Drainage area maps and hydraulic computations will be included in the report. Coordinate with GCWA for approval to cross the existing GCWA canal.
- Summarize the drainage requirements for TxDOT at the connection to SH 6 and coordinate with TxDOT to demonstrate that the proposed drainage flows do not exceed the current design capacity of the SH 6 drainage facilities.
- Prepare culvert layouts. Culverts will conform to TxDOT standard designs.
- Recommend culvert or bridge for GWCA canal crossing and prepare layouts and design in accordance with TxDOT standard designs.
- Prepare stormwater pollution prevention plan (SW3P) and SW3P Notes sheet. SW3P devices and layout will be shown on the traffic control plan (TCP) sheets.
- Prepare detention basin grading and layout sheets.
- Prepare signing and striping layouts.
- Prepare sequence of construction and TCP sheets showing all temporary traffic control devices and locations.
- Prepare earthwork cross sections every 100 feet.

**Attachment A**  
**Scope of Services – Basic Services**  
**South Post Oak Road Extension**

- Plans will be submitted for interim review by the County at 30% and 90% completion. Each submittal will include an updated construction cost estimate. For each submittal, 2 copies of all documents will be provided.
- Prepare final construction cost estimate.
- Prepare General Notes and special specifications as required. Generally, construction specifications will conform to the current TxDOT Standard Specifications.

**B. Signalization**

- Modify the existing traffic signal at South Post Oak Road and SH 6 to include the South Post Oak Road extension. Work provided will include traffic signal design, layout, wiring diagram and conduit layouts. Traffic signals at the intersections of South Post Oak Road at McKeever Road and McKeever Road at Steep Bank Trace are not included in this scope of work.

**C. Bid Phase Services**

- Prepare contract documents, specifications, and bid proposal. The contract boilerplate documents will be provided by the Project Manager.
- During bidding process, provide information to and answer questions from potential bidders concerning the construction documents.
- Evaluate the bids and qualifications of the apparent low bidder and advise the County as to the acceptability of the apparent low bidder.

**Exhibit A-1**  
**Environmental and Geotechnical Scope of Services**  
**South Post Oak Road Extension**



June 26, 2009  
Proposal No. 09-107R

Mr. Clay Forister, P.E.  
LJA Engineering & Surveying, Inc.  
5959 Corporate Drive, Suite 3500  
Houston, Texas 77036

**Paradigm  
Consultants, Inc.**

2501 Central Parkway  
Suite A3  
Houston, Texas 77092

Tel: 713.686.6771  
Fax: 713.686.6795  
[paradigmconsultants.com](http://paradigmconsultants.com)

**Proposal**  
**Phase I Environmental Site Assessment and Geotechnical Study**  
**South Post Oak Road and**  
**McKeever Road**  
**Fort Bend County, Texas**

Dear Mr. Forister:

Paradigm Consultants, Inc. appreciates the opportunity to provide a proposal to conduct environmental and geotechnical studies for the referenced project. This proposal is submitted in response to your email request dated June 17, 2009 and the follow-up comments on June 23, 2009.

**Project Description**

Plans are to construct the new South Post Oak Road from State Highway 6 to McKeever Road and to reconstruct the portion of McKeever Road from South Post Oak Road to approximately 400' west of Steep Bank Trace, and transitions to the existing McKeever Road to the east and west in Fort Bend County, Texas. The planned development also includes a culvert crossing over Chocolate Bayou, a bridge over the GCWA canal, and a 2-acre detention pond near the Chocolate Bayou. The proposed detention pond is expected to be less than 5 ft deep.

**Scope of Services**

As requested, the proposed scope of study has been organized into three separated tasks, Phase I Environmental Site Assessment (ESA) and Geotechnical Study. Details of each task are provided as follow.

**Task 1 – Phase I ESA**

The objective of the Phase I Environmental Site Assessment is to identify recognized environmental conditions in connection with the site in general accordance with ASTM E 1527 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*). The proposed scope of study is presented below.

**Records Review.** The records review will include the following selected regulatory agency databases for documented sites located within proximity to the site.

SOURCE	MINIMUM SEARCH DISTANCE
Federal:	
NPL List (Superfund)	1.0 mile
Delisted NPL List	0.5 mile
CERCLIS List	0.5 mile
CERCLIS No Further Remedial Action Planned List	0.5 mile
RCRA CORRACTS Facilities List	1.0 mile
RCRA non-CORRACTS TSD Facilities List	0.5 mile
RCRA Generators	property and adjoining
Institutional Control/Engineering Control Registries	property
ERNS List	property
State/Tribal:	
Equivalent NPL	1.0 mile
Equivalent CERCLIS	0.5 mile
Landfill and/or Solid Waste Disposal Site List	0.5 mile
Leaking Storage Tanks	0.5 mile
Registered Storage Tanks	property and adjoining
Institutional Control/Engineering Control Registries	property
Voluntary Cleanup Program	0.5 mile
Brownfield Site	0.5 mile

**Historical Data Review.** The historical data review will include historic aerial photographs and Sanborns fire insurance maps (where available). Applicable copies of these sources will be presented in our report.

**Interviews.** We will contact owners, occupants, state, and/or local government officials, if available to obtain information indicating recognized environmental conditions in connection with the property.

**Site Reconnaissance.** The site reconnaissance will include a visual assessment of current site conditions to check for potentially hazardous substances and petroleum products. This information will include the following items, in accordance with ASTM E 1527.

- storage tanks
- current use of adjoining property
- topography
- odors
- hazardous substances
- solid waste
- pools of liquid
- drums and containers
- PCBs
- pits, ponds, or lagoons
- stained soil or pavement
- stressed vegetation

**Report.** The findings from our study will be documented in a written report. The report will document any recognized environmental conditions disclosed by the study.

## **Task 2 – Geotechnical Study**

Our scope of services will consist of exploring subsurface soil conditions and developing geotechnical engineering recommendations to assist others in the design and construction of proposed facilities. The following subsections present details of our proposed scope of service.

**Field Exploration.** As requested, we will drill and sample two 80-ft borings for the bridge over GCWA canal, one 20-ft boring for culvert over Chocolate Bayou, two 10-ft boring for the detention pond, and one 10-ft boring for the pavement subgrade recommendations. Our representative will direct the sampling efforts, and log the boreholes in general accordance with applicable ASTM standards.

Cohesive soils will be sampled using a 3-in. diameter, thin-walled tube and granular soils will be sampled with a split-barrel sampler while performing a Standard Penetration Test (SPT). Soil sampling will be performed in general accordance with applicable ASTM standards. We will transport portions of the recovered samples to our laboratory for testing.

We will collect samples at 2-ft intervals to 12-ft depth, and beginning at 15 ft, at 5-ft intervals to the completion depth of borings. The borehole will be dry augered to the depth where water is encountered or borehole instability occurs. If water is encountered, the water level will be allowed to stabilize for 15 minutes before we resume drilling with wet-rotary methods. We will take depth-to-water measurements within the open boreholes on the day of drilling. The open boreholes then will be filled with soil cuttings from our drilling operations.

**Laboratory Testing.** We will perform laboratory tests on selected samples to evaluate the physical and engineering properties of the recovered soils. We plan on performing soil classification tests including moisture content, Atterberg Limits (Liquid and Plastic Limits to determine the plasticity characteristics), fines content (percent passing No. 200 sieve), and strength tests including unconfined compression and/or unconsolidated-undrained triaxial compression tests. Laboratory tests will be performed using applicable ASTM standards.

**Engineering Analyses and Reporting.** The details of our field and laboratory programs, our findings, and our recommendations will be presented in our geotechnical report. We will address the observed stratigraphic and groundwater conditions and provide an overview of soil properties associated with the recovered soils. We will perform slope stability analysis for the detention pond in accordance with Fort Bend County Drainage District standards, and provide geotechnical recommendations for the detention pond, the culvert crossing, and bridge foundation. Construction considerations including subgrade preparation and stabilization will also be presented in the report.

Mr. Clay Forister, P.E.  
LJA Engineering & Surveying, Inc.  
June 26, 2009  
Page 4 of 4

**Fee and Schedule**

The lump sum fee to provide the services described herein is \$15,200. Our fee break down for each task is as follow.

- Task 1 - Phase I ESA Study \$4300
- Task 2 - Geotechnical Study \$10,900

The environmental and geotechnical services are expected to complete in 4 weeks after notice to proceed is given.

**Proposal Acceptance**

To accept our proposal and authorize our services, please sign the attached *Professional Services Agreement*, and return copies to our office.

**Closing**

We appreciate the opportunity to work with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,  
**Paradigm Consultants, Inc.**



Frank Ong, P.E.  
Engineering Manager

Attachment:  
Professional Services Agreement

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT**, effective as of this 23<sup>th</sup> day of June 2009, is by and between **LJA Engineering & Surveying, Inc.** ("Client") and **Paradigm Consultants, Inc.** ("Company").

**THE PROJECT** is generally described as:

**Geotechnical Study  
Road Construction  
South Post Oak Road and  
McKeever Road**

and is located in **Fort Bend County, Texas** ("Project Site").

**THIS AGREEMENT** consists of the following documents, which are incorporated herein by reference:

- GENERAL CONDITIONS FOR PROFESSIONAL SERVICES (GC Revised Jan 07);
- Company's SCOPE OF SERVICES and SCHEDULE OF CHARGES (Exhibit A); and
- Any documents specifically listed below or incorporated by reference in the listed documents.

P09-107R

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Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

**CLIENT:**

**COMPANY:**

**Signature:** \_\_\_\_\_



**Print Name:** \_\_\_\_\_

Woodward L. Vogt, P.E.

**Title:** \_\_\_\_\_

President

**Company:** \_\_\_\_\_

Paradigm Consultants, Inc.

**Address:** \_\_\_\_\_

2501 Central Parkway, Suite A3  
Houston, Texas 77092

**Date:** \_\_\_\_\_

June 23, 2009

# GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

## 1. DEFINITIONS

**1.1 Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project.

**1.2 Day(s).** Calendar day(s) unless otherwise stated.

**1.3 Hazardous Materials.** Any toxic substances, chemicals, radioactive materials, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.4 Inspection (or Observation).** Visual determination of conformance with specific, or on the basis of professional judgment, general requirements.

**1.5 Services.** The professional services provided by Company under this Agreement, including the all Engineering, Inspection, and Testing services, all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.

**1.6 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**1.7 Work.** The labor, materials, equipment and services of Contractor.

## 2. SCOPE OF SERVICES

**2.1 Services Provided; Independent Contractor.** Company will provide professional engineering and related observation, inspection, and testing Services as set forth in the attached SCOPE OF SERVICES. Company will perform its Services under this Agreement as an independent contractor.

**2.2 Authority of Company.** Company will report observations and data related to construction activities of Contractor to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project, but Company is not responsible for inspecting the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. No action of Company or Company's site representatives can be construed as revoking, altering, enlarging, relaxing, or releasing any requirement of the specifications or any agreement between the Client and others. Such rights are reserved solely for the Client.

**2.3 Referenced Standards.** Company will perform all standard tests, inspections, and observations in general accordance with any referenced standards and makes no representation regarding compliance with any other standards.

**2.4 Variation of Materials Characteristics and Conditions.** Borings, observations, and standardized sampling and testing procedures employed by Company will indicate material characteristics and conditions only at the precise location and time where and when Services were performed. Client recognizes that material characteristics and conditions at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials sampled, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas. Client recognizes that, despite proper application and implementation of observation and/or sampling/testing procedures and despite proper interpretation of the findings, Company will not be in a position to, and does not ensure the existence of conditions that Company can only infer to exist. Accordingly, Client shall not require Company to execute any certification, no matter by who requested, that would cause Company to certify the existence of conditions whose existence Company determines by inference.

### 2.5 Changes

**2.5.1 Changes in Scope.** Client may request changes in the SCOPE OF SERVICES. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

**2.5.2 Changes in Conditions.** If, during the course of Company's performance, it discovers conditions or circumstances not contemplated by it at the commencement of this Agreement, Company will notify Client in writing of the newly discovered conditions or circumstances. Client and Company will then renegotiate, in good faith, the terms and

conditions of this Agreement. If the parties cannot agree on amended terms and conditions within 30 days after notice, Company may terminate this Agreement and Client will pay Company for Services through the date of termination.

**2.6 Excluded Services.** Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES. Client expressly waives any claim against Company resulting from its failure to perform recommended additional Services that Client has not authorized Company to perform, and any claim that Company failed to perform services that Client instructed Company not to perform.

### 3. PAYMENTS TO COMPANY

**3.1 Basic Services.** Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

**3.2 Additional Services; Retesting.** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties. In the event that Company's Services disclose Work that is not in accordance with construction documents, which consequently will require corrections, the Company will retest, reinspect, or re-monitor as required by the construction documents, and such retesting, reinspection, or re-monitoring shall be considered Additional Services.

**3.3 Estimate of Fees.** Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

**3.4 Rates.** Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.

**3.5 Prevailing Wages.** Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold Company harmless from any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

**3.6 Payment Timing; Late Charge.** Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, regardless of when or if Client is paid by any third party. Any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. Unless specifically agreed to in writing, Company does not agree to any contingencies related to prompt payment of invoices. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement and Company may withhold delivery of Services or reports until Company has been paid in full for its Services.

**3.7 Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. If Client does not object to any invoice within his time period, Client waives any objections to the invoice. The parties will immediately make every effort to resolve the disputed portion of any invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

**3.8 Force Majeure.** In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

### 4. PERFORMANCE STANDARD

**4.1 Professional Standards.** Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service. Services of Company, even if performed on a continuous basis, do not imply that Company is observing or verifying placement of all materials of the Project.

**4.2 Sampling & Test Locations.** Unless specifically stated otherwise, the Company's SCOPE OF SERVICES does not include surveying the Project or precisely identifying sampling, inspection, or test locations, depths, or elevations. Sampling and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage will necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES.

**4.3 Sample Disposal.** Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

**4.4 Buried Utilities & Structures; Property Restoration.** If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact the appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans and drawings furnished for the purpose of locations such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

## 5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications, applicable laws, and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

## 6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

**6.1 Access.** Grant or obtain free access to the site for all equipment and personnel necessary for Company to perform its Services under this Agreement.

**6.2 Representative.** Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

**6.3 Information.** Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**6.4 Project Information.** Client agrees to provide Company, within 7 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein.

## 7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate at the time of this Agreement ("Changed Conditions"), it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

## 8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed or Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guaranty, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

## 9. ALLOCATION OF RISK

**9.1 LIMITATION OF REMEDY.** THE TOTAL CUMULATIVE LIABILITY OF COMPANY, ITS SUBCONSULTANTS AND SUBCONTRACTORS, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY "COMPANY ENTITIES") TO CLIENT ARISING FROM SERVICES UNDER THIS AGREEMENT, INCLUDING ATTORNEY'S FEES DUE UNDER THIS AGREEMENT, WILL NOT EXCEED THE GROSS COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS THAT ALLEGE ERRORS OR OMISSIONS IN COMPANY'S SERVICES, WHETHER ALLEGED TO ARISE IN TORT, CONTRACT, WARRANTY, OR OTHER LEGAL THEORY.

**9.2 Indemnification of Client.** Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's sole negligence in performance of this Agreement.

**9.3 Indemnification of Company.** Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's sole negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

**9.4 No Personal Liability.** Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.

**9.5 Consequential Damages.** Neither Client nor Company will be liable to the other for any special, consequential, incidental, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**9.6 Continuing Agreement.** The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

## 10. INSURANCE

**10.1 Company's Insurance.** If reasonably available, Company will maintain the following coverages:

10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;

10.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000;

10.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

10.1.4 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

**10.2 Client's Insurance.** As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

**10.3 Certificates of Insurance.** Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

## 11. OWNERSHIP AND USE OF DOCUMENTS

**11.1 Company's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

**11.2 Client Documents.** All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

**11.3 Use of Documents.** Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

**11.3.1 Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and permitting requirements of the Project.

**11.3.2 Use by Company.** Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

**11.4 Electronic Media.** Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**11.5 Unauthorized Reuse.** No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized reuse or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

## 12. SUSPENSION & DELAY; TERMINATION

**12.1 Suspension & Delay.** Client may, by 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4 below. If Client suspends the Services, or if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.

**12.2 Termination for Convenience.** Company and Client may terminate this Agreement for convenience upon 10 days written notice delivered or mailed to the other party.

**12.3 Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**12.4 Payment on Termination.** Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES.

## 13. DISPUTES

**13.1 Mediation.** All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**13.2 Arbitration.** In the event no settlement is reached in mediation, any such claim shall be decided by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules then in effect and in accordance with the Federal Arbitration Act. All statutes of limitation that would otherwise be applicable to any claim shall apply to any arbitration proceeding. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) must be based on and consistent with the substantive law of Texas. All hearings and proceedings shall take place in Houston, Harris County, Texas. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT, except by written consent containing a specific reference to this AGREEMENT and signed by CLIENT, PARADIGM and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim,

dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The arbitrators are empowered to award attorney's fees and costs of the arbitration, as they deem appropriate.

**13.3 Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

**13.4 Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

#### **14. MISCELLANEOUS**

**14.1 Assignment and Subcontracts.** During the term of this Agreement and following its completion or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any prohibited assignment shall be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.

**14.2 Integration and Severability.** This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

**14.3 Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**14.4 Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**14.5 Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**14.6 Waiver.** The waiver of any term, condition, or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

**14.7 Precedence.** These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.

**14.8 Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

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**End of General Conditions**



**Attachment B  
Fee Schedule  
South Post Oak Road Extension**

Task Description	Principal	Project Manager	Project Engineer	EIT	Designer	Cadd	QA/QC	Clerical	Total
<b>Final Design - LJA</b>									
Project Management (Including Subconsultant Coordination)	6	62	30	8				8	114
Meeting with FBC/GB (Assume 4)	16	16	16					4	52
Site Visit		4	12	12	12				40
Data Collection		4	8	8	8			4	32
Data Review		4	8	8					20
Develop Roadway Design Criteria	4	4	12					4	24
<b>Design Elements</b>									
Horizontal Alignment	1	4	8		4	8	1		26
Vertical Alignment	1	4	8		4	8	1		26
ROW Requirements	1	4	8		8	12	3		36
Utility Investigation		4	16			12	4		36
TxDOT Driveway Permit		5	16			12	12		45
Title Sheet/Index of Sheets		1	2	2		8	1	2	16
Project Layout		1	4		12	12	1		30
Typical Sections	1	2	8		12	36	1		60
General Notes	1	4	8		4	8	1		26
Summary Sheets	1	4	8		10	16	1		40
Traffic Control Plan	2	10	48	64		100	16		240
Control and Alignment Data Sheets		2	20		10	16	2		50
Roadway Plan and Profile Sheets	2	20	42		80	160	16		320
Intersection Layouts	1	4	12	30		40	3		90
Roadway Details	1	2	6			10	1		20
Signing and Pavement Markings Layout	2	8	20		40	80	10		160
Standard Sheets		2	12			14	2		30
Cross Sections & Earthwork		8	24		56	56	8		152
Construction Cost Estimate (30%, 90%)	2	16	24	28			2		72
Milestone Submittal Preparation (30%, 90%)	2	16	24	24			4		70
Commissioner's Court Presentation	3	3	3						9
<b>Final Design Hours Subtotal</b>	<b>47</b>	<b>218</b>	<b>407</b>	<b>184</b>	<b>260</b>	<b>608</b>	<b>90</b>	<b>22</b>	<b>1,836</b>
Labor Rate/Hour	\$ 66.36	\$ 49.14	\$ 36.93	\$ 30.78	\$ 32.76	\$ 22.68	\$ 52.50	\$ 22.68	
Direct Cost	\$ 3,118.92	\$ 10,715.67	\$ 15,030.51	\$ 5,663.52	\$ 8,517.60	\$ 13,789.44	\$ 4,725.00	\$ 498.96	\$ 62,059.62
Job Multiplier	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014
<b>Final Design Subtotal</b>	<b>\$ 9,400.42</b>	<b>\$ 32,297.04</b>	<b>\$ 45,301.96</b>	<b>\$ 17,069.85</b>	<b>\$ 25,672.05</b>	<b>\$ 41,561.37</b>	<b>\$ 14,241.15</b>	<b>\$ 1,503.87</b>	<b>\$ 187,047.71</b>
<b>Drainage Design - LJA</b>									
Drainage Impact Analysis									
Drainage Area Maps		2	4			16	1		23
Hydrologic Data/Discharge		4	16			4	1		25
Computation Sheet		1	2	4		8	1		16
FEMA Floodway Requirements		2	4			4	2		12
Detention Calculations		2	4	16		8	2		32
Impact Analysis Report		2	8	12		12	4		38
Meeting with GCWA (Assume 2)		6	6					6	18
Coordination with GCWA		2	16					2	20
Coordination with TxDOT		2	4					2	8
Drainage Area Maps	1	9	36			40	4		90
Hydraulic Data Sheets		6	10			12	2		30
Detention Basin Layout		2	10			12	2		26
Detention Grading Plan		2	2			16	2		22
Cross Drainage Structure Layouts	2	20	32	32		44	10		140
Cross Drainage Structure Details	2	16	32	40	60	80	10		240
<b>Drainage Design Hours Subtotal</b>	<b>5</b>	<b>78</b>	<b>186</b>	<b>104</b>	<b>60</b>	<b>256</b>	<b>41</b>	<b>10</b>	<b>740</b>
Labor Rate/Hour	\$ 66.36	\$ 49.14	\$ 36.93	\$ 30.78	\$ 32.76	\$ 22.68	\$ 52.50	\$ 22.68	
Direct Cost	\$ 331.80	\$ 3,832.92	\$ 6,868.98	\$ 3,201.12	\$ 1,965.60	\$ 5,806.08	\$ 2,152.50	\$ 226.80	\$ 24,385.80
Job Multiplier	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014
<b>Drainage Design Subtotal</b>	<b>\$ 1,000.05</b>	<b>\$ 11,552.42</b>	<b>\$ 20,703.11</b>	<b>\$ 9,648.18</b>	<b>\$ 5,924.32</b>	<b>\$ 17,499.53</b>	<b>\$ 6,487.64</b>	<b>\$ 683.58</b>	<b>\$ 73,498.80</b>
<b>Signalization - LJA</b>									
Traffic Study									
Traffic Demand Study		4	24			36	4		68
Traffic Signal Warrant Analyses (3 Intersections)		6	36			54	6		102
Traffic Signal Layouts (1 Intersection)	2	8	24		36	48	12		130
Wiring Diagram, Phasing, and Conduit Layouts		4	14		24	36	2		80
<b>Signalization Hours Subtotal</b>	<b>2</b>	<b>22</b>	<b>98</b>		<b>60</b>	<b>174</b>	<b>24</b>		<b>380</b>
Labor Rate/Hour	\$ 66.36	\$ 49.14	\$ 36.93	\$ 30.78	\$ 32.76	\$ 22.68	\$ 52.50	\$ 22.68	
Direct Cost	\$ 132.72	\$ 1,081.08	\$ 3,619.14	\$ -	\$ 1,965.60	\$ 3,946.32	\$ 1,260.00	\$ -	\$ 12,004.86
Job Multiplier	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014
<b>Signalization Subtotal</b>	<b>\$ 400.02</b>	<b>\$ 3,258.38</b>	<b>\$ 10,908.09</b>	<b>\$ -</b>	<b>\$ 5,924.32</b>	<b>\$ 11,894.21</b>	<b>\$ 3,797.64</b>	<b>\$ -</b>	<b>\$ 36,182.65</b>
<b>Survey - LJA</b>									
Abstracting									\$ 4,376.40
Right of Entry Letters									\$ 1,222.20
Field Surveys									\$ 13,498.80
Right-Of-Way Map:									\$ -
Property Descriptions:									\$ 2,007.60
Parcel Plats:									\$ 2,282.70
Topographic and DTM									\$ 14,238.30
Monumentation									\$ 2,091.60
Control Sheets									\$ 4,253.55
Roadside Ditch Easements									\$ 1,781.85
Detention Area Parcel / Topo									\$ 1,851.15
<b>Survey Subtotal</b>									<b>\$ 47,604.15</b>
<b>Bid Phase Services - LJA</b>									
Contract Documents, Specifications, and Bid Proposal		32	40				10		82
Q&A for Potential Bidders		8	8		8		4		28
Evaluate Bids		8	8				4		20
<b>Bid Phase Services Hours Subtotal</b>	<b>48</b>	<b>56</b>	<b>8</b>		<b>18</b>		<b>18</b>		<b>130</b>
Labor Rate/Hour	\$ 66.36	\$ 49.14	\$ 36.93	\$ 30.78	\$ 32.76	\$ 22.68	\$ 52.50	\$ 22.68	
Direct Cost	\$ -	\$ 2,358.72	\$ 2,068.08	\$ -	\$ 262.08	\$ -	\$ 945.00	\$ -	\$ 5,633.88
Job Multiplier	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014	\$ 3.014
<b>Bid Phase Services Subtotal</b>	<b>\$ -</b>	<b>\$ 7,109.18</b>	<b>\$ 6,233.19</b>	<b>\$ -</b>	<b>\$ 789.91</b>	<b>\$ -</b>	<b>\$ 2,848.23</b>	<b>\$ -</b>	<b>\$ 16,980.51</b>
<b>Labor Costs</b>									<b>\$ 361,313.82</b>

<b>Subconsultants</b>				
Item	Quantity	Unit	Rate	Cost
Vehicle Counts (GRAM Traffic Counting, Inc.)	1	LS	\$ 3,500.00	\$ 3,500.00
Environmental Investigation (Paradigm Consultants, Inc.)	1	LS	\$ 4,300.00	\$ 4,300.00
Geotechnical Report (Paradigm Consultants, Inc.)	1	LS	\$ 10,900.00	\$ 10,900.00
<b>Subconsultants Costs</b>				<b>\$ 18,700.00</b>

<b>Direct Expenses</b>				
Item	Quantity	Unit	Rate	Cost
Mileage	1000	MI	\$ 0.55	\$ 550.00
Reproduction	1	LS	\$ 2,000.00	\$ 2,000.00
Delivery	25	EA	\$ 25.00	\$ 625.00
<b>Direct Expenses Costs</b>				<b>\$ 3,175.00</b>

**Total Labor Costs, Subconsultant Costs, and Direct Expenses Costs** **\$ 383,188.82**

**Attachment B  
Fee Schedule  
South Post Oak Road Extension**

Description: ROW Mapping and Topographic Survey													
Task Description	Survey Manager (RPLS)	Project Surveyor (RPLS)	3 Person Survey crew	Field Supervisor	Survey Technician	Secretary Typist	Professional Abstractor	CADD Technician	GPS UNITS 2 units/Hr	Plotting Mylar 22x34	Plotting Paper22x34	Mileage	Total by Task
1. Abstracting Includes working sketch for field crew	1.0	16.0					30.0						\$ 4,376.40
2. Right of Entry Letters	1.0	6.0			6.0								\$ 1,222.20
3. Field Surveys Control, Boundary	2.0	24.0	44.0		16.0				42.0				\$13,498.80
4. Right-Of-Way Map:													\$ -
5. Property Descriptions: including area calculations.	1.0	8.0			8.0	2.0							\$ 2,007.60
6. Parcel Plats:	1.0	8.0			12.0								\$ 2,282.70
7. Topographic and DTM	4.0	8.0	60.0		36.0					3.0			\$14,238.30
8. Monumentation	1.0	2.0	10.0		2.0								\$ 2,091.60
9. Control Sheets	1.0	8.0	5.0		24.0								\$ 4,253.55
10. Roadside ditch easements	1.0	4.0	6.0		2.0	1.0							\$ 1,781.85
11. Detention area parcel / topo	1.0	2.0	8.0		2.0	1.0							\$ 1,851.15
Total Man-hours:	14.0	86.0	133.0	-	102.0	10.0	30.0	-	42.0	-	3.0	-	
Hourly Rate:	\$ 132.30	\$ 117.60	\$ 152.25	\$ 84.00	\$ 100.80	\$ 64.05	\$ 78.75	\$ 87.15	\$ 50.00	\$ 12.00	\$ 1.50	\$ 0.730	
<b>ESTIMATED FEE</b>	<b>\$ 1,852.20</b>	<b>\$ 10,113.60</b>	<b>\$ 20,249.25</b>	<b>\$ -</b>	<b>\$ 10,281.60</b>	<b>\$ 640.50</b>	<b>\$ 2,362.50</b>	<b>\$ -</b>	<b>\$ 2,100.00</b>	<b>\$ -</b>	<b>\$ 4.50</b>	<b>\$ -</b>	<b>\$ 47,604.15</b>

**Attachment C  
Schedule of Hourly Rates  
South Post Oak Road Extension**

	<u>Lowest</u>	<u>Highest</u>
Department Head (VP, Dept. Manager, Sr. PM)	\$50.00	\$88.00
Project Manager	\$39.00	\$75.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$29.00	\$50.00
Sr. Planner	\$35.00	\$60.00
Planner	\$29.00	\$50.00
Designer	\$26.00	\$43.00
Resident Project Representative	\$26.00	\$39.00
GIS Technician	\$25.00	\$35.00
Clerical (Construction Admin. Assistant)	\$18.00	\$35.00
Survey Technician	\$33.00	\$40.00
Project Surveyor	\$41.00	\$49.00
CADD Operator (CADD Technician)	\$18.00	\$37.00
Clerical (Construction Admin. Assistant)	\$18.00	\$35.00

**PAYROLL BURDEN INCLUDES THE FOLLOWING:**

FICA  
 Federal Unemployment Insurance  
 State Unemployment Insurance  
 Medical/Life Insurance  
 ESOP/Retirement Benefits  
 Merit Bonuses  
 Employee Reimbursables  
 Sick Pay  
 Holiday Pay  
 Vacation Pay  
 Workman's Compensation Insurance  
 Disability Insurance

**Attachment C  
Schedule of Hourly Rates  
South Post Oak Road Extension**

**Personnel Charges**

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.2.

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden (37%), for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Principals will be billed at a rate of \$200/hour.

Senior Consultants will be billed at a rate of \$225/hour.

Intergraph CADD system will be billed at a rate of \$25/hour plus operator time.

Expert Witness duties will be billed at a rate of \$350/hour.

Reimbursable expenses such as 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 mileage other than survey will be charged at a rate of \$0.55 per mile. 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. Sub consultant will be billed at cost plus a 10% management fee.

**Surveying Services**

Field party rate includes personnel, normal equipment, and supplies. Client requested overtime shall be 1.5 times standard rate.

Survey Field Crew	\$135.00/Hour
GPS	\$ 50.00/Hour
Robotic Total Station	\$ 25.00/Hour
All Terrain Vehicle	\$ 50.00/Day

Mileage shall be charged at the rate of \$0.73 per mile for all travel.

**Billings**

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. LJA Engineering & Surveying, Inc. reserves the right to stop 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.

LJA Engineering & Surveying, Inc. makes no warranty, either expressed or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys or professional advice, except that they are prepared, issued and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of LJA Engineering & Surveying, Inc. for any negligence, error or omission in connection with the services provided shall not exceed the total compensation received for said services.

**Attachment D  
Plan Set Drawings  
South Post Oak Road Extension**

List of Project Plan Set Drawings

Description	Estimated Sheets	Scale*
Title Sheet/Index of Sheets	2	n/a
Project Layout	1	1:600
Typical Sections	3	n/a
Stormwater Pollution Prevention Plan (SW3P) Narrative	1	n/a
General Notes	1	n/a
Summary Sheets	2	n/a
Traffic Control Plan Sequence of Work	1	n/a
Traffic Control Plan Typical Sections	3	n/a
Traffic Control Plan Layouts (w/ SW3P)	8	1:100
Control Monument Layout Sheet	1	n/a
Horizontal Alignment Data Sheet	1	n/a
Vertical Alignment Data Sheet	1	n/a
Roadway Plan and Profile	8	1:100
Intersection Layouts	3	1:100
Roadway Details (Misc & Wheelchair Ramps)	1	n/a
Signing and Pavement Markings Layout	8	1:100
Overall Drainage Area Boundaries	1	1:600
Drainage Area Maps	2	1:200
Hydraulic Data Sheets	1	n/a
Detention Basin Layout	1	1:600
Detention Grading Plan	1	1:200
Drainage Details	1	n/a
Cross Drainage Structure Plan and Profile	2	1:50
Cross Drainage Structure Details	6	n/a
Cross Drainage Structure Hydraulic Data Sheets	2	1:20
Traffic Signal Basis of Estimate	1	n/a
Traffic Signal General Notes	1	n/a
Traffic Signal Layouts	3	1:40
Traffic Signal Wiring Diagrams & Conduit	1	n/a
Phasing Sequence Diagram	1	n/a
Traffic Signal Details	1	n/a
Standard Sheets	20	n/a
Utility Relocation Exhibits/Layouts	1	1:100
<b>Total</b>	<b>91</b>	

\*Sheet size for all drawings shall be 11"x17"

Attachment E  
Project Limits Exhibit  
South Post Oak Road Extension

