

**FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM**
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

AGENDA ITEM

Date Submitted: 8/26/2009	Submitted By: Rose Askew
Court Agenda Date: 9/1/2009	Department: Commissioner Pct. 1
	Phone Number: 281.344.9400 200

SUMMARY OF ITEM:
 Take all appropriate action on Professional Services Agreement between Fort Bend County and IDC Inc. for amount not to exceed \$25,000.00 for the preparation of the grant application for the Transportation Investment Generating Economic Recovery (TIGER) funding, regarding the widening of Crabb River Road (FM 2759) and FM 762, Precinct 1. (FUND -2007 Road and Bridge Projects).

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

List Supporting Documents Attached: Professional Services Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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 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):

9-3-09 2 Origs. ret. to Michael G. at Comm Pct. 1

STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WITNESSETH

WHEREAS, County desires to apply for funding assistance for the widening of Crabb River Road (FM 2759) and FM 762, and seeks assistance from Engineer for the preparation of preliminary engineering and environmental services and submission of County's application to the U.S. Department of Transportation, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and,

WHEREAS, County has determined that this Agreement serves a public purpose.

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

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform professional services in connection with the Project as stated herein and for having rendered such services, County agrees to pay Engineer compensation as stated herein.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

- 2.01 Engineer agrees to provide the services described Engineer's Proposal dated August 26, 2009, as included in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 2.02 Engineer agrees to complete the services called for in Exhibit A within three-hundred and sixty (365) calendar days from the date of this Agreement and shall submit the completed TIGER grant application on or before September 15, 2009.

SECTION III
CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section VII, County shall pay to Engineer a not to exceed amount of \$575,000.00 for the preliminary engineering services, and an amount of \$25,000.00 for the preparation of the TIGER grant application and any other reimbursable expenses, if any.
- 3.02 Engineer shall submit invoices to County based on a percent complete basis of the Project and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval, provided however, that the approval of payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt of acceptance by the County of the services covered by such invoice..

SECTION IV
TERMINATION

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Engineer.
- 4.02 Upon receipt of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination
- 4.04 County shall then pay the Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
ENGINEER'S INSURANCE REQUIREMENTS

- 5.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 5.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide 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. Engineer shall obtain such insurance from such companies having Bests rating of A- 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 or 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 \$1,000,000 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. Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 annual aggregate.

- 5.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION VI NOTICE

- 6.04 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Engineer at the addresses, set forth below.
- 6.04 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

- A. If to the Engineer:

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

- B. If to the County, notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Jesse Hegemier, P.E.
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

- 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII LIMIT OF APPROPRIATION

- 7.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$600,000.00, which includes \$25,000.00 for the preparation of the TIGER grant application and any other reimbursable expenses, if any specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$600,000.00 for described scope of work in Exhibit A.

SECTION VIII SUCCESSORS AND ASSIGNS

- 8.01 County and 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 such other party, in respect to all covenants of this Agreement.
- 8.02 Neither County nor Engineer shall assign, sublet or transfer its or his interest in this Agreement without prior written consent of the other.
- 8.03 Nothing herein shall be constructed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX PUBLIC CONTACT

- 9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 9.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X
COMPLIANCE AND STANDARDS

Engineer shall render the services hereunder in accordance with highest accepted standards of Contractors practicing in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Engineer's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

- 11.01 County shall be the absolute and unqualified owner of all applications, drawings, preliminary layouts, reports, record drawings, sketches and other documents prepared pursuant to this Agreement by the Engineer and his contractors or subcontractors (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Engineer in connection with future reuse of adaptation of designs derived under this contract.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 Engineer is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 11.05 The documents referenced in this Section are not intended or presented by Engineer to be suitable for resale by County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII
INDEMNIFICATION

- 12.01 ENGINEER SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ENGINEER, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ENGINEER OR ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.
- 12.02 ENGINEER SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OF OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS BY ENGINEER, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION XIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this

instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV
MISCELLANEOUS

- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by Fort Bend County Attorney's Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XV
EXECUTION

This Agreement shall not become effective until executed by County

FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

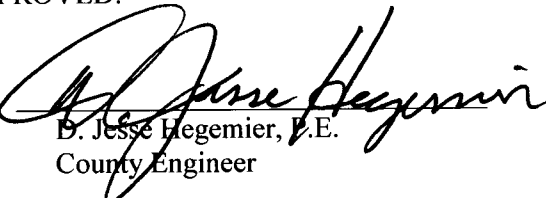
9-1-09
Date

Attest:



Dianne Wilson, County Clerk


APPROVED:

By: 

B. Jesse Hegemier, P.E.
County Engineer

8/31/09
Date

ENGINEER: IDC Inc.


Jim Gonzales, President & CEO

8-31-09
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$600,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: August 26, 2009 Proposal from Engineer

EXHIBIT A



Planners - Engineers - Program Managers

August 26, 2009

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

Re: FM2759/FM762 (Crabb River Road) Improvements
TIGER Grant Application Cost Proposal

Dear Mr. Hegemier:

IDC Inc. (IDC) is pleased to submit this proposal to provide assistance to the County for preparing a TIGER Grant application for the widening of Crabb River Road. The project limits are along FM2759 (Crabb River Road) then across the BNSF RR along FM762 to south of Lamar Consolidated ISD High School /Junior High School complex, a distance of approximately 3.8 miles.

The cost for preparing the TIGER grant application is a lump sum amount of \$25,000.00.

We look forward to working with you and County staff on this important mobility project for the citizens of Fort Bend County.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry F. Janak".

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

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services for TIGER Grant Application

FM 2759/FM 762 (Crabb River Road) Improvements

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

PROJECT DESCRIPTION

The Engineer will assist the County with the preparation of grant application for funding through the American Recovery and Reinvestment Act of 2009 Grants for Transportation Investment Generating Economic Recovery, TIGER Discretionary Grants for the FM2759/FM8762 (Crabb River Road) project. Crabb River Road will be widened from existing 3-lane open ditch roadway and 2-lane open ditch roadway to 4-lane divided curb and gutter from US 59 (Southwest Freeway) to south of LCISD new HS/JHS site a distance of approximately 3.8 miles. Work includes depressed grade separation of Crabb River Road with Sansbury Road, elevated intersection of Crabb River Road with FM 762 and FM 2792 over BNSF tracks, and new bridges over Middle Bayou and Rabbs Bayou.

SCOPE OF SERVICES

I. Tiger Grant Application

- A. Prepare Project Description, Justification, and Identify Sponsors – Provide description of how project addresses the needs of the local community area. Describe the transportation challenges and how the challenges will be addressed by the project. Include relevant data such as congestion levels, infrastructure condition, and safety experience. Provide information about project sponsors, including cooperating entities.
- B. Prepare Graphics – Prepare maps showing project location and connections to existing transportation infrastructure.
- C. Prepare Financial Plan – Provide amount of funding being requested, source and use of all project funds, total project costs, percent of costs that would be paid with TIGER Discretionary Grant funds, and percentage participation of all other parties. Describe how TIGER Discretionary Grant closes gap in funding. Describe any innovative project financing opportunities.
- D. Develop Response to Primary Selection Criteria – Demonstrate likelihood of significant long-term benefits. Information will be quantified to the extent possible and describe the project's impact on the nation, state, metropolitan area, and region.
 1. Long Term Outcomes – Discuss likelihood of significant long-term benefits, and quantify the project's impact on the nation, metropolitan area or region.
 - i. State of Good Repair – Discuss how project improves the condition of existing transportation facilities and systems and/or minimizes life-cycle costs.

- ii. Economic Competitiveness – Discuss how project contributes to the economic competitiveness of the United States over the medium to long term.
 - iii. Livability – Discuss how the project improves the quality of living and working environments and the experience for people in the communities across the U.S.
 - iv. Sustainability – Discuss how project promotes a more environmentally sustainable transportation system.
 - v. Safety – Discuss how project improves the safety of U.S. transportation facilities and systems.
 - 2. Expected Project Costs and Benefits – Prepare Benefit-Cost analysis following USDOT's benefit-cost guidelines for TIGER Discretionary Grant funding projects.
 - 3. Evaluation of Project Performance – Prepare a plan for evaluating the success of the project and how to measure short and long-term performance.
 - 4. Job Creation and Economic Stimulus – Describe how project is expected to quickly create and preserve jobs and stimulate rapid increases in economic activity.
 - 5. Additional Issues to be Addressed
 - i. Project Schedule, in particular early construction.
 - ii. Status of environmental approvals.
 - iii. Status of legislative approvals.
 - iv. Compliance with state and local planning.
 - v. Technical Feasibility and status of design.
 - vi. Financial Feasibility including previous funding commitments.
- E. Develop Response to Secondary Selection Criteria
- 1. Innovation – Discuss how project uses innovative strategies to pursue long-term outcomes.
 - 2. Partnership – Demonstrate how the project promotes collaboration among a broad range of participants and/or integration of public transportation with other public service efforts.
 - i. Jurisdictional and Stakeholder Collaboration
 - ii. Disciplinary Integration
- F. Address Other Project Issues as needed
- 1. Identify program specific requirements.
 - 2. List Federal Wage Rate requirements.
 - 3. Identify NEPA requirements.
 - 4. Identify environmentally related actions.
 - 5. Any confidential information as required
- G. Develop Letters of Support from Local, State, and Federal Elected Officials, and Agency Officials
- 1. Assist County by preparing draft letters.
 - 2. On behalf of County contact applicable local, state, and federal elected officials to solicit their support.
 - 3. Schedule meetings between County officials and other elected officials.
 - 4. Schedule meetings between County officials and with agency officials, including TxDOT and HGAC.
- H. Prepare Application – Assemble all elements of the application into the document. Print and bind 20 copies of the application.

- I. Assist County as needed with USDOT/FHWA Coordination – Accompany County and/or State officials to USDOT/FHWA Office in Washington, D.C. to discuss application.

**ATTACHMENT B
FEE SCHEDULE
TIGER GRANT APPLICATION
FM2759/FM762 (CRABB RIVER ROAD) IMPROVEMENTS
8/26/2009**

IDC

Task Description	Principal \$70	Project Manager \$64	Project Engineer \$55	Designer \$32	CADD Tech. \$28	Clerical \$24	Total Labor (Hours)	Direct Labor (Dollars)	Overhead 161.00% (Dollars)	Fixed Fee 12% (Dollars)	Total Amount (Dollars)
I. TIGER Grant Application											
A. Prepare Project Description and Justify Need	2		6		8		16	\$780	1,256	244	\$2,280
B. Prepare Graphics		4	4	8		12	24	\$1,032	1,662	323	\$3,017
C. Prepare Financial Plan	2	4	4	8			34	\$1,476	2,376	462	\$4,315
D. Develop Response to Primary Selection Criteria	1	3	4	4	16		24	\$994	1,600	311	\$2,908
E. Develop Response to Secondary Selection Criteria	1	1	1		4		6	\$262	422	82	\$766
F. Address Other Project Issues as Needed		1	1		4		5	\$192	309	60	\$561
G. Assist County with obtaining Letters of Support	8		4		12	4	12	\$656	1,056	205	\$1,918
H. Prepare Application	2	4	4		12	16	34	\$1,164	1,874	365	\$3,403
I. Assist County with Local, State & Fed. Agency Coord.	12	12	12		64	20	24	\$1,608	2,589	504	\$4,701
Subtotal	28	35	20	64	12	20	179	8,164	13,144	2,557	23,865

Direct Costs	Unit	Qty	Unit Cost
Deliveries	ea	2	\$25
Mileage	Mi	200	\$0.55
Outside Reproduction (Meeting Exhibits, Reports, etc.)	Job	1	\$975
Total Direct Costs			\$1,135
TOTAL IDC COSTS			\$25,000





Planners - Engineers - Program Managers

August 26, 2009

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

Re: FM2759/FM762 (Crabb River Road) Improvements
Preliminary Engineering Services Cost Proposal


Dear Mr. Hegemier:

IDC Inc. (IDC) is pleased to submit this proposal to provide Preliminary Engineering services for the widening of Crabb River Road. The scope of work includes development of line diagrammatic schematics for preferred alternative, environmental studies and public involvement, preliminary drainage report and surveying. The project limits are along FM2759 (Crabb River Road) then across the BNSF RR along FM762 to south of Lamar Consolidated ISD High School /Junior High School complex, a distance of approximately 3.8 miles.

Assisting IDC on the Crabb River Road project are Huitt-Zollars performing topographic surveys, and PBQD and PBS&J performing environmental study services. Included in this cost proposal is the detailed scope of work and costs for IDC and each subconsultant firm, and project schedule. The cost for preliminary engineering services is a lump sum amount of \$575,000.

We look forward to working with you and County staff on this important mobility project for the citizens of Fort Bend County.

Sincerely,


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

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services for Preliminary Engineering

FM 2759/FM 762 (Crabb River Road) Improvements

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

PROJECT DESCRIPTION

The work to be performed by the Engineer shall consist of providing preliminary engineering services for the development of line diagrammatic schematics, environmental studies and public involvement, and drainage report for the Crabb River Road project, a distance of approximately 3.8 miles. Crabb River Road will be widened from existing 3-lane open ditch roadway and 2-lane open ditch roadway to 4-lane divided curb and gutter from US 59 (Southwest Freeway) to south of LCISD new HS/JHS site. Work includes depressed grade separation of Crabb River Road with Sansbury Road, elevated intersection of Crabb River Road with FM 762 and FM 2792 over BNSF tracks, and new bridges over Middle Bayou and Rabbs Bayou.

SCOPE OF SERVICES

The scope of services to be provided by the Engineer include preparing TIGER Grant application, environmental studies, public involvement, line diagrammatic schematic, preliminary drainage design, supplemental surveys, ROW determination, and coordination with TxDOT, HGAC, and Fort Bend County. The engineering services to be performed include the following:

I. Project Management

- A. Develop and maintain
 1. Project Schedules
 2. Budgets
 3. Monthly Progress Reports and Invoices
- B. Meet with County Engineer on a scheduled basis to review project progress.
- C. Coordinate and review the work produced to comply with County, State, and FHWA policies and procedures, and to deliver work product on time.
- D. Field reconnaissance. Travel to the project to subjectively inspect features along and adjacent to the roadway to assist in making decisions concerning roadway alignment, ROW needs, access to abutting property, utility, locations and conflicts, and other observations.
- E. Develop and implement Quality Control and Quality Assurance program.

Deliverables

- Monthly schedule and progress reports
- Monthly invoices

II. Public Involvement

The Engineer will develop and outline an agency coordination and public involvement program and will identify key contacts with agencies, news media, public officials, citizens groups, neighborhood associations, and the general public. The plan will identify the methods to be used for informing the public about the project and soliciting public input to the process. The plan will include a public meeting in the study area, and small group meetings with local officials.

- A. **Small Group Meetings** – Throughout the project, meetings with small groups from within the local community will be held if requested. The Engineer will provide a two-person team for each of these meetings to informally discuss the project. All requests for such meetings will be coordinated with the State prior to establishing a meeting date and time. The local organization will be responsible for providing the meeting location and contacting their members. For budget purposes, two such meetings are planned. The Engineer will prepare and submit Small Group Meeting minutes for each meeting.
- B. **Public Meeting**
1. Prepare the public meeting displays, exhibits and handouts. Utilize the digital orthophotography obtained from readily available aerial photogrammetry and show schematic alignment.
 2. Provide a mailing list of adjacent property owners. The list shall be in a Microsoft Word or Microsoft Access file that can be used to mail merge.
 3. Conduct the public meeting, including setting up the facility, providing personnel to attend the sign-in table and support the open house and meeting, and preparing the technical presentation.
 4. Prepare a bound report for the public meeting to include legal notices, photographs of displays and set-ups, handouts distributed at the meeting, attendance sheets, comment sheets, comment cards, letters sent and received, public meeting summary and summary of comments. (3 copies)
- C. **County and TxDOT Review**
1. Displays, exhibits, and handouts to be shown to Public Officials shall be submitted to the County for review five working days prior to the meeting.
 2. Displays, exhibits, and handouts to be shown at the public meetings and hearing shall be submitted to the County for review five working days prior to the advertisements for the meetings.
- D. **Public Meeting Summary Report** – The Engineer will prepare and submit a public meeting summary report to Fort Bend County and TxDOT. The report will contain the following information:
- Agenda
 - Sign-in sheets

- Public meeting notices
- Mailing list
- Written public comments
- Summary of the proceedings and public comments

Deliverables

- Mailing lists of adjacent property owners
- Public meeting bound reports
- Small group meeting minutes

III. Preliminary Drainage Design

- Collect and review existing drainage studies prepared by others, including TxDOT.
- Determine the existing and proposed drainage area boundaries based on the available data, including previous drainage studies and USGS mapping.
- Determine preliminary size of proposed drainage structures based on typical section and proposed gradeline, using THYSYS Culvert or HEC-RAS software.
- Determine size of proposed roadside ditches. The roadside ditches will be sized to convey, at a minimum, the 10-year storm.
- Analyze detention storage requirements. Determine additional run-off from improved site, and volume needed for detention storage.
- Determine the 10, 25, 50 and 100-year water surface elevations at the major culvert crossings.
- Prepare a letter report summarizing the methodologies and findings of the preliminary drainage design. Design will be in accordance with Fort Bend County, local levy improvement districts, and TxDOT policies and practices.

Deliverables

- Preliminary Drainage Letter Report
- Drainage Area Map

IV. Design Schematic

The line diagrammatic schematic will include those items on the TxDOT Houston District schematic checklist, including, but not limited to the following:

- Develop horizontal and vertical alignment for two roadway alternatives.
- Analyze alternatives and recommend preferred alternative to County and TxDOT for approval.
- Develop Preliminary Plan & Profile drawings based on preferred alternative.

- D. Coordinate with BNSF RR.
- E. Show proposed ROW limits and drainage easements.
- F. Prepare typical sections to include pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts for proposed highway through lanes, ramps, frontage roads, and cross roads.
- G. Compute preliminary estimate of earthwork volumes.
- H. Obtain current and projected traffic volumes as developed by HGAC (20 year traffic projection).
- I. Prepare list of utilities with owner contact information. Identify potential utility conflicts.
- J. Show preliminary size and location of drainage structures.
- K. Develop preliminary construction cost estimate.
- L. Prepare graphics file.

Deliverables

- Studies, documents, design calculations and field notes used to develop the schematic.
- List of existing utilities, owner's contact information, and identification of potential conflicts.
- Line diagrammatic schematic of preferred alternative.
- Graphics file of the schematic.

V. Environmental Assessment

The planning work for the preparation of a required Environmental Assessment is described below according to each task to be performed.

A. Data Collection

Collect, review and evaluate available and appropriate data pertaining to this project and/or the project area. This data will include but not be limited to:

- Property Maps
- Land Use Maps
- Location of Public Buildings, Schools, Churches, Parks, etc.
- Aerial/Infrared Photography, if Available
- Historical/Archeological Site Listings
- Digital Ortho Quad Maps
- National Wetland Inventory Maps
- County Soil Survey Maps
- Floodplain Maps
- Vegetation Cover Maps
- Hazardous Materials Database Information
- Demographic Maps/Census Information

- PALM Map (to be provided by TxDOT)

B. Environmental Constraints Map

The Engineer will develop an environmental constraints map by overlaying data obtained under Task 2, as appropriate, for an alternatives comparison. This data will be prepared in exhibit format for public meetings.

C. Environmental Resource Agency Coordination

Write and mail agency coordination letters to the Texas Parks and Wildlife Department and the Fort Bend County Historical Commission.

D. Alternatives Analysis

An alternatives analysis will be conducted at an equal level of detail for one Build Alternative (Preferred Alternative) and the No-Build Alternative. The Engineer will carry forward into further study the Preferred Alternative and the No-Build Alternative.

E. Noise Analysis

The Engineer will take sufficient existing noise level measurements within the new location portion of the proposed project to determine the existing noise levels for the EA. The noise analysis shall be performed (using FHWA's Traffic Noise Model), including existing and predicted noise levels and the consideration and evaluation of noise mitigation (if necessary), in accordance with the current version of TxDOT's "Guidelines for Analysis and Abatement of Highway Traffic Noise". The noise analysis or summary of the noise analysis shall be included in the EA for the project.

The EA will summarize the noise impact analysis, identifying noise sensitive receivers that will be exposed to peak hour noise levels that approach, equal or exceed the FHWA Noise Abatement Criteria or would be exposed to a substantial increase. Exhibits and tables will be prepared to explain the results, identifying noise modeling locations, existing and predicting noise levels, changes in peak hour Leq noise levels, noise contours, and possible mitigation measures. If mitigation measures are required, a noise barrier analysis will be performed within the existing and proposed ROW to determine if noise barriers are considered reasonable and feasible.

F. Air Quality Analysis

The project is located in an area in attainment of all National Ambient Air Quality Standards (NAAQS) except ozone for which Fort Bend County is listed as being in a non-attainment area; therefore, the transportation conformity rule does apply. It is assumed that the traffic projection for the proposed project will exceed 20,000 vehicles per day for the estimated time of completion (ETC) +20 years and thus an air quality conformity analysis will be required. The Engineer shall perform the appropriate level of air quality analysis for a conformity determination.

G. Ecological Investigations

The Engineer shall perform Threatened and Endangered Species surveys within the existing and proposed ROW. Any identification of Threatened and Endangered species and/or their habitat will be noted on appropriate maps and coordination with the U.S. Fish and Wildlife Service would be initiated. This information would also be documented in the EA.

H. Hazardous Materials Investigations

The Engineer shall perform a Hazardous Materials Assessment, which will include a federal/state hazardous materials database search and an onsite investigation. The results of the hazardous materials investigations will be included in the EA.

I. Architectural Survey

The historic architectural survey will entail delineation of an Area of Potential Effect (APE) according to TxDOT standards, and the identification and inventory of all buildings and structures within the APE that are fifty years of age or older. Each inventoried property will be evaluated to make a preliminary determination regarding National Register of Historic Places eligibility criteria, as defined in 36 CFR 60.4. Photographs and descriptions of each property will be included, and sufficient research will be conducted to place these resources within their historic and landscape contexts.

The architectural survey effort will identify any historic districts within the APE that appear to meet National Register eligibility criteria. Individual buildings and structures that are less than fifty years of age will be inventoried if they appear to be of exceptional importance. It is assumed that assessment and documentation will be required on no more than three historic structures.

J. Archaeological Survey

The archaeological survey will consist of the placement of a series of shovel tests within the project area. Based on soils data gathered during shovel testing, consultation with the Texas Historical Commission (THC) will be initiated in order to ascertain whether or not deep testing is appropriate in specific portions of the project area. Shovel test interval and dimensions will be consistent with approved THC standards.

Per THC guidelines, minimum standards for surface reconnaissance and subsurface testing on linear projects call for approximately 16 shovel tests per mile within a 100 foot ROW; this testing interval will be increased or decreased in sections of the property as required by variations in topography, the results of background research, or as needed for site delineation. It is estimated that two transects will be required for survey purposes, except where bridge construction is planned; four transects will be required in this section. Shovel tests will be excavated to a maximum depth of 100 cm., or until culturally sterile subsoil is reached. All shovel tests will measure approximately 30 cm. by 30 cm. When possible, all soil will be screened through ¼ inch wire mesh; clay soils, if encountered, will be hand sorted. It is assumed that no more than three archaeological sites will be identified during survey. Identified sites will be delineated within the APE, and all sites will be photographed and mapped.

K. Wetland Delineation

1. The objective of the delineation is to evaluate any portion of the site to be classified as "Jurisdictional Water of the United States" as defined in 33 CFR 328 and subject to USACE jurisdiction.
 - a. Task 1: Review of NRCS Soil Surveys: Task 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, NRCS, to determine the types of surface soils expected to be confirmed by on-site analysis.
 - b. Task 2: Review of Aerial Photographs: Task 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature

color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present.

- c. **Task 3: Site reconnaissance for Wetland Indicators:** Task 3 will include inspecting the property under the field procedures outlined in the 1987 Manual for Wetland Determination by the USACE.
Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. If necessary, transects will be performed across the property, perpendicular to the nearest watercourse. Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.
- d. **Task 4: Demarcation of Wetland Areas:** Task 4 will include the flagging of the jurisdictional wetland areas and/or the ordinary high water mark for location by a Registered Professional Land Survey (RPLS) or GPS. Location of the areas by RPLS or GPS survey using the USACE October 2003 Standard Operating Procedures is required for the USACE verification/permitting and is recommended for project planning.
- e. **Task 5: Preparation of a Map Representing Wetland Areas:** Upon receipt of the RPLS or GPS wetland areas and the limits of the Jurisdictional Waters, information regarding the field location of the boundaries of all Section 10 and 404 waters/wetland limits within the property boundaries will be plotted on a scaled map. Each jurisdictional area will be depicted with the following information: (1) size and shape; (2) surface area calculation (acres); and (3) combined total wetland and Jurisdictional Water area calculations for the entire subject tract. The final report submitted to the client from will reflect the surveyed data from the RPLS or GPS survey showing the location of the wetlands.
- f. **Task 6: Report Preparation:** Task 6 will include the preparation of a final report. Upon completion of the site reconnaissance, data translation, and map preparation, a report will be completed, two copies of which will be given to the client. The report will include a discussion of methodology used to delineate the tract, site findings, copies of all historical information reviewed, such as USGS topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, and a wetland delineation map.

2. GPS Mapping

To receive USACE Verification and subsequent permits, the wetland and waters identified and marked during delineation must be located using the October 2003 USACE Standard Operating Procedure. Collection of data will be conducted using a Trimble Pro-XRS integrated GPS/Beacon receiver and a Trimble TSC1 datalogger. Each survey point will be taken using DGPS real-time or post-processed survey techniques, and all data must be submitted as NAD 1983 UTM coordinates. 10% of all points surveyed must be repeated as an additional measure of accuracy. It is estimated that the fieldwork for the mapping will require up to four (4) days of field reconnaissance and up to two days of post processing time. Prior to field reconnaissance, the client must provide a boundary survey.

3. USACE Verification

A U.S. Army Corps of Engineers Verification of the Wetland Delineation is recommended. The Verification includes a site visit with USACE personnel and to inspect the property under the field procedures outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual.

L. Other Environmental Studies, Analyses and Investigations

Conduct other environmental studies, analyses and investigations in accordance with Fort Bend County, TxDOT, and FHWA requirements for this type of highway improvement project. The other environmental studies, analyses and investigations will include the following: land use, farmlands, social, economic, environmental justice, displacements/relocations, water quality, floodplains, vegetation inventory, aesthetics and construction.

M. Prepare Draft EA

Fourteen (14) copies of the Draft EA will then be prepared and submitted to Fort Bend County, TxDOT and FHWA [two (2) copy to Fort Bend County, two (2) copies to the Houston District Office of TxDOT and ten (10) copies to the Environmental Affairs Division (ENV) of TxDOT and FHWA) and on paper and a digital file in Microsoft Word 2000 for review and comment. This task will also include revising the Draft EA in accordance with comments received from Fort Bend County, TxDOT's Houston District Office, ENV and FHWA.

N. Public Involvement

The Engineer will conduct public involvement activities as part of the environmental process. Tasks for public involvement include the following:

- Stakeholder Coordination/Outreach
 - Identify affected stakeholders (residents/businesses)
 - Identify area interest groups (chambers, management districts, homeowners associations, etc)
 - Build database of stakeholders
 - Meeting with area chambers, management districts, school districts, neighborhood associations, etc.

- Community Meeting Logistics
 - Develop outreach plan
 - Message Development
 - Methods for Notification
 - Moderate Q&A
 - Use of media, community groups, etc. for notification
 - Identify and secure meeting locations
 - Develop functional layout for room
 - Develop methods to collect public feedback
 - Coordinate refreshments

- Development of Materials
 - Identify Schematics to be used
 - Create display boards, presentation
 - Sign-In, Agenda, Comment Forms

- Stakeholder Letters/Mailings
 - Community Meeting Summary
 - Compile Public Comments
 - Prepare responses, as needed
 - Moderate comments for record
 - Prepare a bound report of the Public Hearing Summary that will include legal notices, photographs of the displays and set-ups, handouts distributed at the meeting, attendance sheets, comment sheets, comment cards, letters sent and received, public meeting summary and summary of comments (3 copies).
- O. Prepare Final EA
Any necessary revisions to the Draft EA will be incorporated. Upon approval of the draft copies, fourteen (14) copies of the Final EA will be prepared and submitted for approval on paper and, if necessary, a digital file in Microsoft Word 2000.
- P. TxDOT/Local Agency Coordination
Coordinate with Fort Bend County, TxDOT's Houston District Office, City of Sugar Land, City of Rosenberg, TxDOT ENV, and FHWA throughout the environmental process to ensure seamless communication of this project between the Engineer, Fort Bend County, TxDOT, and FHWA and timely review and approval.

The Engineer shall obtain from others the existing and projected traffic data and copies of the design schematics, plans and specifications for the project that are necessary to complete the scope of services. Traffic data and the design schematic or other design drawings showing the plan and profile views are necessary to complete the noise analysis as well as other parts of the EA.

This Scope of Services does not include providing any public involvement notices in a language other than English, conducting wetland determination, permitting or mitigation, preparing a water quality certification, preparing of a Section 4(f) Evaluation (required for taking parkland, recreation land, historic sites), Formal or Informal Section 7 Consultation with the USFWS, Biological Assessment/Biological Evaluation (associated with endangered species/habitat impacts), or USCG Section 9 permit. A detailed noise barrier analysis outside of the existing and proposed ROW and any noise workshops are not included in this scope. Should any of these services be determined necessary, the Engineer will perform the associated work as additional services.

Deliverables

- Draft EA (14 copies)
- Final EA (14 copies)

VI. Field Surveying

All surveying activities shall be in accordance with Texas Board of Professional Land Surveying Practices Act and with appropriate State rules and regulations. Field surveyors along roadways shall take the precautions necessary to protect survey crews and the motoring public.

- A. Vertical and Horizontal Control

1. Expand and extend TxDOT vertical and horizontal control from US 59 (Southwest Freeway), FM762, and FM2759 using static GPS control network.

B. Topographic Survey of Project Area

1. Establish a baseline along the existing roadway, and proposed roadway.
2. Perform limited topographic survey to supplement LIDAR survey data to be provided by the County. Prepare Microstation CADD files to TxDOT standards.
3. Tie critical topographic features to project centerline by station and off set.
4. Perform cross sections at drainage channels. Survey the location and flowlines of the existing culvert structures that cross the existing roadway. Measure and record the size of each culvert (diameter of pipe in inches and inside width and height in feet for box culverts). At each cross culvert, survey channel cross sections to an extent of 500 feet upstream and downstream of the existing structure. The cross sections shall be taken every 100 feet and at major bends in the channel flowline.
5. Maintain an up to date Right of Entry Map, along with names, site addresses and mailing addresses of adjacent property owners throughout the duration of the project.
6. Tie existing above ground utilities, and any underground utilities located by others, to the baseline.
7. Locate existing ROW and property corners to align tax map for best fit.

- C. Parcel sketches and metes and bounds descriptions as needed for project widening will be prepared during the PS&E phase.

Deliverables

- Electronic survey files.

VII. Geotechnical Investigations

This work will be performed during the PS&E phase.

**ATTACHMENT B
FEE SCHEDULE
PRELIMINARY ENGINEERING
FM2759/FM762 (CRABB RIVER ROAD) IMPROVEMENTS
8/26/2009**

IDC

Task Description	Principal \$70	Project Manager \$64	Project Engineer \$55	Designer \$32	CADD Tech. \$28	Clerical \$24	Total Labor (Hours)	Direct Labor (Dollars)	Overhead 161.00% (Dollars)	Fixed Fee 12% (Dollars)	Total Amount (Dollars)
I. Project Management											
A. Develop & Maintain											
1. Project Schedules	2	12		20			34	\$1,548	\$2,492	\$485	\$4,525
2. Budgets	2	12				8	22	\$1,100	\$1,771	\$345	\$3,216
3. Monthly Progress Reports & Invoices (12 months)	6	24				12	42	\$2,244	\$3,613	\$703	\$6,560
B. Meet with County Engineer (1/mo)	6	24	12				42	\$2,616	\$4,212	\$819	\$7,647
C. Coord work with County & TxDOT (12 meetings)	6	24	12				42	\$2,616	\$4,212	\$819	\$7,647
D. Field Reconnaissance & Collect/Gather Data	4	20	24	24			72	\$3,648	\$5,873	\$1,143	\$10,664
E. QA/QC Plan	8	12				4	24	\$1,424	\$2,293	\$446	\$4,163
Subtotal	34	128	48	44	0	20	254	\$13,772	\$22,173	\$4,313	\$44,421
III. Public Involvement											
A. Small Group Meetings (4 meetings)	8	8					16	\$1,072	1,726	336	\$3,134
B. Public Meeting (1)	2	6	6		8		22	\$1,078	1,736	338	\$3,151
C. County/TxDOT Review (before meeting)	2	6	6		8	0	22	\$1,078	1,736	338	\$3,151
D. Public Meeting Summary Report (by ENV sub)							0	\$0	0	0	\$0
Subtotal	12	20	12	0	16	0	60	\$3,228	\$5,197	\$1,011	\$9,436
VI. Preliminary Drainage Design											
A. Review Existing Drainage Studies	1	8	24				33	\$1,902	\$3,062	\$596	\$5,560
B. Determine Drainage Areas		4	24	40			68	\$2,856	\$4,598	\$894	\$8,349
C. Size Proposed Structures	1	4	32	32			69	\$3,110	\$5,007	\$974	\$9,091
D. Size Roadside Ditches		4	20	40			64	\$2,636	\$4,244	\$826	\$7,706
E. Determine Detention Storage Requirements		2	20	24			46	\$1,996	\$3,214	\$625	\$5,835
F. Determine 100-yr WSE		4	24	32			60	\$2,600	\$4,186	\$814	\$7,600
G. Prepare Preliminary Drainage Report	1	12	40	168		12	65	\$3,326	\$5,355	\$1,042	\$9,723
Subtotal	3	38	184	168	0	12	405	\$18,426	\$29,666	\$5,771	\$53,863

Task Description	Principal \$70	Project Manager \$64	Project Engineer \$55	Designer \$32	CADD Tech. \$28	Clerical \$24	Total Labor (Hours)	Direct Labor (Dollars)	Overhead 161.00% (Dollars)	Fixed Fee 12% (Dollars)	Total Amount (Dollars)
V. Line Diagrammatic Schematic											
A. Develop Horizontal & Vertical Alignment (2 alternatives)	1	8	40	64	40		153	\$5,950	\$9,580	\$1,864	\$17,393
B. Analyze Alternatives and Recommend Preferred	1	12	40	20	60		73	\$3,678	\$5,922	\$1,152	\$10,752
C. Develop Preliminary Plan/Profile (Preferred Alternative)	2	20	16	16	8		62	\$6,312	\$10,162	\$1,977	\$18,451
D. Coordinate with BNSF RR	2	6	40	24	24		72	\$3,036	\$4,888	\$951	\$8,875
E. Determine Prop. ROW & Drainage Esmnts.	1	8	48	48	40		145	\$3,492	\$5,622	\$1,094	\$10,208
F. Preliminary Typical Sections	1	8	40	60	60		108	\$5,878	\$9,464	\$1,841	\$17,183
G. Preliminary Earthwork Calculations	1	1	3	2	2		6	\$4,632	\$7,458	\$1,451	\$13,540
H. Current & Projected Traffic Volumes	1	4	12	40	8		65	\$2,993	\$4,72	\$92	\$856
I. Identify Potential Existing Utility Conflicts	2	6	16	16	20		60	\$2,490	\$4,009	\$780	\$7,279
J. Preliminary Drainage Structures	2	8	32	48	48		90	\$2,476	\$3,986	\$775	\$7,238
K. Preliminary Construction Cost Estimates	2	8	4	4	4		5	\$3,948	\$6,356	\$1,237	\$11,541
L. Prepare Graphics File of Schematics								\$183	\$295	\$57	\$535
Subtotal	12	89	328	402	176	0	1,007	\$42,368	\$68,212	\$13,270	\$123,850
VI. Environmental Assessment											
A. Administer Contract	1	8				12	21	\$870	\$1,401	\$272	\$2,543
B. Coordinate ENV work		20	8				28	\$1,720	\$2,769	\$539	\$5,028
Subtotal		8	8	0	0	12	49	\$2,590	\$4,170	\$811	\$7,571
VII. Field Surveying											
A. Administer Surveyor Contract	1	8	0	0	0	8	17	\$774	\$1,246	\$242	\$2,263
B. Coordinate Work of Surveyor	0	4	8		8	0	20	\$920	\$1,481	\$288	\$2,689
Subtotal	1	12	8	0	8	8	37	\$1,694	\$2,727	\$531	\$4,952
Total Labor	62	287	588	614	200	52	1,812	82,078	132,146	25,707	244,093
Direct Costs											
Deliveries (\$50/mo @ 12 mo)	Job	Qty	Unit	Unit	Cost						\$600
Mileage (50/wk @ 50 wks)	Mi	2500			\$0.55						\$1,375
Outside Reproduction (Meeting Exhibits, Reports, etc.)	Job	1			\$2,436						\$2,436
Total Direct Costs											\$4,411
TOTAL IDC COSTS											\$248,504



Firm	Task	Cost (Dollars)	Total Amount (Dollars)
PBQD	Prepare EA & Public Involvement	\$168,654	
PBS&J	Assist with EA Prep & Public Meeting	\$118,962	
Total			\$287,616
HZI Surveying (Task VII - Field Surveying)	A. Field Surveys	\$38,880	
Total			\$38,880

TOTAL PROJECT \$575,000



Attachment A-1

Scope of Work Crabb River Road Widening Project Environmental Assessment

Parsons Brinckerhoff (PB) shall perform certain professional services required for preparing an Environmental Assessment (EA) anticipating a Finding of No Significant Impact (FONSI) for the widening approximately three miles of Crabb River Road/FM762 in Fort Bend County. Crabb River Road will be widened from an existing 2-lane open ditch to 5-lane divided curb and gutter from US59 (SW Freeway) to FM762, and FM762 from intersection with Crabb River Road from a 2-lane open ditch to 4-lane divided curb and gutter to south of the new Lamar Consolidated Independent School District (LCISD) High School/Junior High School site. Work would include a depressed grade separation of Crabb River Road with Sansbury Road and elevated intersection of Crabb River Road/FM2792 over the BNSF railroad tracks.

Parsons Brinckerhoff will provide the following tasks described below. It is understood that additional tasks required to complete the EA will be performed by others.*

Task 1: Project Management

PB will be responsible the overall management and preparation of the EA.

Task 2: Environmental Resource Agency Coordination

PB will coordinate with Fort Bend County, TxDOT's Houston District Office, applicable cities, TxDOT ENV, and FHWA throughout the environmental process to ensure seamless communication of this project between the Engineer, Fort Bend County, TxDOT, and FHWA and timely review and approval.

PB shall obtain from the Client, the existing and projected traffic data and copies of the design schematics, plans and specifications for the project that are necessary to complete the scope of services. Traffic data and the design schematic or other design drawings showing the plan and profile views are necessary to complete the noise analysis as well as other parts of the EA.

Task 3: Purpose and Need

The Consultant will draft a Purpose and Need statement. The Purpose and Need statement identified the need for the proposed project and define the mobility problem that is to be addressed by the project. The Purpose and Need statement also provides a definition of the study area in terms of boundaries, demographic context, land use patterns, transportation infrastructure, travel patterns, and other factors.

The Draft Purpose and Need statement will be presented at the Public Meeting, and may need revisions following public and agency comments. The Consultant will update technical data that will be necessary to clearly understand the corridor mobility problem definition. This will include, but not be limited to, highway/roadway congestion, right-of-way limitations, constrained intersection level of service; transit dependent populations; transit capacity and service; convenience of transit, connectivity; and air quality/non-conformity issues resulting from existing travel patterns.

Task 4: Alternatives Analysis

An alternatives analysis will be conducted at an equal level of detail for one Build Alternative (Preferred Alternative) and the No-Build Alternative. The Engineer will carry forward into further study the Preferred Alternative and the No-Build Alternative.

Task 4: Environmental Document Preparation

PB will prepare the following sections of the EA document for the proposed recommended/preferred alternative for the project:

Socioeconomic Impact: PB will collect demographic data for the study area to include population and neighborhoods to characterize the study area and determine the impact on socioeconomic resources and environmental justice populations.

Traffic and Transportation Impacts: PB will characterize the traffic and transportation network within the study area and document potential impacts from the proposed project.

Air Quality Impacts: This section will be prepared by others. PB will review and incorporate this section into the environmental document.

Noise Impacts: PB will take sufficient existing noise level measurements within the new location portion of the proposed project to determine the existing noise levels for the EA. The noise analysis shall be performed (using FHWA's Traffic Noise Model), including existing and predicted noise levels and the consideration and evaluation of noise mitigation (if necessary), in accordance with the current version of TxDOT's "Guidelines for Analysis and Abatement of Highway Traffic Noise". The noise analysis or summary of the noise analysis shall be included in the EA for the project.

The EA will summarize the noise impact analysis, identifying noise sensitive receivers that will be exposed to peak hour noise levels that approach, equal or exceed the FHWA Noise Abatement Criteria or would be exposed to a substantial increase. Exhibits and tables will be prepared to explain the results, identifying noise modeling locations, existing and predicting noise levels, changes in peak hour Leq noise levels, noise contours, and possible mitigation measures. If mitigation measures are required, a noise barrier analysis will be performed within the existing and proposed ROW to determine if noise barriers are considered reasonable and feasible.

Geology, Soils and Farmlands: This section will be prepared by others. PB will review and incorporate this section into the environmental document.

Floodplains and Water Resources: This section will be prepared by others. PB will review and incorporate this section into the environmental document.

Ecological Resources: This section will be prepared by others. PB will review and incorporate this section into the environmental document.

Hazardous Materials Investigations: The Engineer shall perform a Hazardous Materials Assessment, which will include a federal/state hazardous materials database

search and an onsite investigation. The results of the hazardous materials investigations will be included in the EA.

Architectural Survey: The historic architectural survey will entail delineation of an Area of Potential Effect (APE) according to TxDOT standards, and the identification and inventory of all buildings and structures within the APE that are fifty years of age or older. Each inventoried property will be evaluated to make a preliminary determination regarding National Register of Historic Places eligibility criteria, as defined in 36 CFR 60.4. Photographs and descriptions of each property will be included, and sufficient research will be conducted to place these resources within their historic and landscape contexts.

The architectural survey effort will identify any historic districts within the APE that appear to meet National Register eligibility criteria. Individual buildings and structures that are less than fifty years of age will be inventoried if they appear to be of exceptional importance. It is assumed that assessment and documentation will be required on no more than three historic structures.

Archeological Resources: This section will be prepared by others. PB will review and incorporate this section into the environmental document.

Task 5: Other Environmental Studies, Analyses and Investigations

PB will conduct other environmental studies, analyses and investigations in accordance with Fort Bend County, TxDOT, and FHWA requirements for this type of highway improvement project. The other environmental studies, analyses and investigations will include the following: visual and aesthetics and construction impacts.

Task 6: Prepare Draft EA

Fourteen (14) copies of the Draft EA will then be prepared and submitted to Fort Bend County, TxDOT and FHWA [two (2) copy to Fort Bend County, two (2) copies to the Houston District Office of TxDOT and ten (10) copies to the Environmental Affairs Division (ENV) of TxDOT and FHWA) and on paper and a digital file in Microsoft Word 2000 for review and comment. This task will also include revising the Draft EA in accordance with comments received from Fort Bend County, TxDOT's Houston District Office, ENV and FHWA.

Task 7: Public Involvement

PB will conduct one (1) public meeting as part of the environmental process. It is assumed that the County will furnish the mailing list of adjoining property owners and tenants and stakeholders. Tasks for public involvement include the following:

- Community Meeting Logistics
 - Develop outreach plan
 - Message Development
 - Methods for Notification

- Moderate Q&A
 - Use of media, community groups, etc. for notification
 - Identify and secure meeting location
 - Develop functional layout for room
 - Develop methods to collect public feedback
- Development of Materials
 - Identify Schematics to be used
 - Create display boards, presentation
 - Sign-In, Agenda, Comment Forms
 - Stakeholder Letters/Mailings
- Community Meeting Summary
 - Compile Public Comments
 - Prepare responses, as needed

Task 8: Notice Affording the Opportunity for Public Hearing

PB will prepare a Notice Affording the Opportunity for Public Hearing (NAOPH) after FHWA has determined the EA to be satisfactory for further processing. The NAOPH will be submitted to Fort Bend County and TxDOT for approval prior to publication. The NAOPH will be published in one major and one local newspaper. Fort Bend County will be responsible for advertising costs.

- Public Hearing Facilitation (If a request for a Public Hearing is made)
 - Set-Up (including securing court reporter)
 - Facilitate Presentation
 - Moderate comments for record
 - Prepare a bound report of the Public Hearing Summary that will include legal notices, photographs of the displays and set-ups, handouts distributed at the meeting, attendance sheets, comment sheets, comment cards, letters sent and received, public meeting summary and summary of comments (3 copies).

Task 9: Prepare Final EA

Any necessary revisions to the Draft EA will be incorporated. Upon approval of the draft copies, fourteen (14) copies of the Final EA will be prepared and submitted for approval on paper and, if necessary, a digital file in Microsoft Word 2000.

Deliverables

- Draft EA (14 copies)
- Final EA (14 copies)

* This Scope of Services does not include providing any public involvement notices in a language other than English, conducting wetland delineation/determination, permitting or mitigation, preparing a water quality certification, preparing of a Section 4(f) Evaluation (required for taking parkland, recreation land, historic sites), Formal or Informal Section 7 Consultation with the USFWS, Biological Assessment/Biological Evaluation (associated with endangered species/habitat impacts), or USCG Section 9 permit, detailed noise barrier analysis outside of the existing and proposed ROW and any noise workshops. Should any of these services be determined necessary, PB will perform the associated work as additional services and provide a cost estimate.

Attachment A-2

SERVICES TO BE PROVIDED BY THE CONSULTANT

The work to be performed by PBS&J (referred to as the Consultant) under this agreement will generally consist of the preparation of an environmental constraints map, portions of an Environmental Assessment (EA) document, environmental and cultural resources studies, public involvement, review of EA document and task management for the proposed Crabb River Road general widening project in Fort Bend County, Texas.

For this proposal, this project (Crabb River Road) is assumed as a proposed four-lane roadway that will include widening of an existing roadway. The proposed project is from US 59 east approximately 3.8 miles to Lamar ISD property. Eastern logical terminus is to be determined. This proposal does not include any studies for a roadway on new location.

The detailed tasks requested for this project are discussed below.

TASK 1: ENVIRONMENTAL CONSTRAINTS MAP

The Consultant will prepare an environmental constraints map that will include secondary data gathered from public data sources, field reconnaissance and data provided by others.

The Consultant will obtain publicly available information including:

- Locations of public buildings, schools, churches, parks, etc.;
- Digital aerial photos;
- Color Infrared photography, if available;
- Historical site listings (to be provided by other);
- National Wetland Inventory Maps;
- County Soil Survey Maps;
- Hazardous Materials Database Information (to be provided by other);
- Demographic Maps/Census Information (to be provided by other);
- FEMA 100-year floodplains;
- Vegetation Information;
- Threatened and Endangered Species Information;
- Oil and gas pipeline and well data (to be provided by other); and
- Texas Archeological Research Laboratory (TARL), Archeological Site Records.

This data will be prepared in exhibit format for use in the documents and public involvement tasks.

TASK 2: ENVIRONMENTAL DOCUMENT PREPARATION (EA)

It is assumed right-of-entry for any field investigations will be provided by others.

The Consultant will prepare the following sections of the EA document for the proposed recommended/preferred alternative (one) (widening of the existing roadway) for the project. These sections will include four (4) set of review/revisions from client/agencies. The deliverables for these sections will be electronic (Word and PDF).

Land Use Impacts: The Consultant shall complete a field reconnaissance to characterize the land use in the project area. The effects of proposed project improvements shall be characterized in light of land use trends, plans, and policies within the study area. This effort shall include an analysis of potential project impacts on land use in the project area. The land use discussion will be included in the EA.

Air Quality: A carbon monoxide (CO) analysis would not be required for these projects since traffic is below the 140,000 average daily traffic (ADT) threshold. It is anticipated that a qualitative Mobile Source Air Toxics (MSAT) analysis will be required for these projects in accordance to ENV/FHWA guidelines. These determinations/analyses will be documented in each EA. If later it is determined differently, these shall be performed under a supplemental agreement.

Geology, Soils and Prime/Unique Farmlands: This task includes a characterization of the geophysical environment of the project, including an understanding of the project area bedrock geology and subsurface strata, soils, terrain units, and surface processes which may affect or be affected by the proposed project. The Consultant shall coordinate with the Natural Resources Conservation Service in order to identify the proposed project impacts to soils in the area that are considered to be prime or otherwise important farmlands.

Floodplains and Drainage Patterns: The EA shall identify floodplains as delineated by the Federal Emergency Management Agency (FEMA) or as defined through observation; it shall identify surface drainage patterns. Each EA shall also identify impacts to floodplains and surface drainage patterns from the construction of this proposed project or the implementation of the No-Build Alternative.

Water Quality: The EA shall define the extent of required storm water pollution prevention planning and include an overview of a plan for implementation of a Storm Water Pollution Prevention Plan.

Waters of the United States: The EA will summarize the findings/status of the Section 404 Delineation (discussed below) and discuss the appropriate (if any) Section 404 permit and mitigation required.

Ecological Resources: The Consultant shall perform a characterization of project area ecological resources, including vegetation and wildlife habitat characteristics. Ecologically sensitive resources, including protected species and critical habitat areas, shall be identified to assess potential effects of project construction and operation. This task shall also identify the need or absence of need for consultation with the United States Fish and Wildlife Service and Texas Parks and Wildlife Department.

Any presence or absence surveys for protected species and endangered and threatened species of wildlife shall be conducted under a separate supplemental agreement.

Archeology: The Consultant shall summarize the findings/status of archeological studies (discussed below) in the EA.

Indirect and Cumulative Impacts: According to recent guidelines from ENV (dated June 2009), Indirect and Cumulative Impacts are to be evaluated, including submitting questionnaires/interviews with local area planners for project-specific input. Limited available data used for another area project will be used as appropriate, however not all project area information is project-specific therefore additional research will be required. The Consultant shall prepare a discussion of the indirect and cumulative impacts to these resources in the EA and prepare the appropriate EA exhibits for the Indirect and Cumulative Impacts Section.

The

TASK 3: SECTION 404 WETLAND DELINEATION / REPORT

I. Field Delineation

Prior to beginning fieldwork, the Client will supply digital ROW data to the Consultant prior to surveying. Right-of-entry will be secured by others for property owners prior to field investigations, and delineations. Field investigations will be conducted for all properties for which access is granted. Properties for which the Consultant is not granted access will be delineated utilizing photo interpretation of aerial color infrared photography.

The field effort and approach for the delineation will follow the requirements of the USACE, Fort Worth District, as specified by their Compliance Section. Identification of potential jurisdictional wetlands will be based upon the routine determination methodology published in the *1987 Corps of Engineers Wetlands Delineation Manual* (Technical Report Y-87-1) as amended by the USACE memoranda dated 23 and 27 August 1991, and 6 March 1992, and Questions & Answers to the *1987 Manual* dated 16 September 1991, and 7 October 1991. This methodology includes documentation of the changes of both wetland and upland communities with representative data points.

The following parameters will be documented on the field data forms, as required by the USACE manual:

Soils. Work will consist of establishing locations for data points utilizing data from Natural Resources Conservation Service (NRCS) soils reports and available aerial photography of the project area. Data points will be sampled with shovels, augers, and/or soil probes to a depth of 16 inches or more depending upon NRCS and USACE guidance on what should be discernible in the soil profile. Soils at each of the proposed data points will be examined and compared with NRCS descriptions and hue/value/chroma using the Munsell color chart. This information will be recorded on field data forms. Photographs will be taken of the areas around the representative data points.

Vegetation. Dominant vegetation in an area (indicative of the vegetative cover type) around the data point, as specified by the federal manual, will be identified according to species. This information will be recorded on field data forms.

Hydrology. Field indicators of inundation and/or saturation, as specified by the federal manual, will be the focus of the determination of whether wetland hydrology is present. This information will be recorded on the data forms.

Surveying and Mapping of Wetland Boundaries. The USACE requires transects for areas of 5 acres or more. Because of the nature of linear projects, the centerline will be the only transect used for the project area. Following USACE, Galveston District, guidance for linear projects, the entire ROW will be reviewed. At this time, transect cutting should not be required to facilitate investigation of the ROW for wetlands. However, if better access becomes necessary for heavily vegetated areas, a supplemental agreement to this work authorization may be necessary to conduct this work.

Data point locations, potential jurisdictional wetland boundaries, and ordinary high water mark limits of waters of the U.S. within the proposed project ROW will be digitally mapped in the field, for back-up purposes, using a Trimble Pro XRS differentially corrected global positioning system (DGPS).

2. Wetland Documentation

A report documenting the results of the wetland delineation will be submitted to the Client for concurrence by the USACE. The report will include:

- Historical information (including U.S. Geological Survey [USGS] quad maps, aerial photography, and soil surveys) to document drainage ditches created in uplands;
- USACE routine wetland delineation data forms;
- USACE JD forms/maps
- Surveyed location of each data point and potential jurisdictional area on a recent color infrared aerial photograph; and
- Acreage of potential jurisdictional areas (all waters of United States, including wetlands).

3. Verification / Final Report

The Consultant will conduct a field verification in the field with the USACE delineation and coordinate with the USACE. If staking for the verification is required, a separate scope and fee will be provided. No permitting or mitigation proposal is included in this proposal.

TASK 4: ARCHEOLOGY SURVEY / REPORT

PRE-FIELD EVALUATION

Prior to initiating the cultural resources survey, the Consultant will obtain and review available information, such as U.S. Geological Survey topographic maps, and soil survey maps to assess the general site conditions of the proposed project area. Archeologists will also conduct a records review at the Texas Archeological Research Laboratory in Austin, Texas to identify recorded archeological or historic sites within the project area. The Consultant will also review federal and state lists of recorded historic properties such as the National Register of Historic Places (NRHP), State Archeological Landmarks, and Official Texas Historic Markers. In addition, the Potential Archeological Liability Map (PALM) will also be reviewed. This information will be digitized and overlaid onto the most recent available USGS topographic maps.

Then, based upon the above findings, a methodology will be determined and include criteria such as distance from permanent sources of water, geology, topography, and level of disturbance. A scope of work (SOW) along with an antiquities permit application will be submitted to the Texas Historical Commission (THC) for approval.

FIELD SURVEYS

Survey methods will follow the Archeological Survey Standards for Texas established by the Texas Historical Commission (THC) and the recommendations of TxDOT's Houston PALM. Where shovel testing is recommended by the Houston PALM, shovel tests will be approximately 30 centimeters (cm) in diameter placed within the survey area and excavated by natural strata where possible, or in intervals not exceeding 10 cm. Shovel tests will be excavated to a depth where pre-Holocene sterile substrates are encountered, if possible, barring disturbed conditions. All soil matrixes will be sifted through 6.3-millimeter (¼-inch) mesh hardware cloth unless the matrix is dominated by clay. Clayey matrix will be finely divided by trowel and visually inspected. A shovel test that yields artifacts (culturally positive) will be followed by shovel tests placed approximately 10 m apart along a transect in the four cardinal directions until two shovel tests absent of artifacts (negative) are excavated, sterile soil is encountered at the surface, or a break in topography is found. Sites will be delineated only within the survey area. Sites will be given a temporary designation in the field. Then, after fieldwork is completed, a site form will be submitted to TARL and a permanent trinomial will be requested. For each of the shovel tests, the following information will be recorded on shovel test logs: location, maximum depth, and the number of soil strata. For each soil stratum, thickness, texture, color, and the presence or absence and nature of cultural materials will be recorded. No artifacts will be collected, and any artifacts encountered in shovel tests will be replaced. All shovel tests will be backfilled upon completion. Relevant paperwork will be submitted to TARL for curation at that time.

Following completion of the survey, The Consultant will analyze all data, and provide a preliminary evaluation of all located cultural resources with regard to eligibility for inclusion to the NRHP. A report including background research and a summary of the field investigation results will be written in accordance with the Guidelines for Cultural Resource Management Reports established by the Council of Texas Archeologists. In addition, if any sites are encountered during the survey, a list of these sites will be presented along with the landowner information pertaining to the site location. Recommendations will be made regarding the potential for identified sites to meet established eligibility criteria for inclusion in the NRHP or designation as a SAL.

DOCUMENTATION

The Consultant will prepare a written summary of the methods and findings for the cultural resources survey. The Consultant will prepare topography based exhibits depicting the proposed project area(s) and the location of cultural resources sites, if encountered. Site photographs will also be included in the summary report. A draft report of these findings will be submitted to TxDOT for review and comment. The draft reports will be submitted as electronic deliverables. The report will be revised to address any comments received from TxDOT. Survey documents will be submitted to TARL for curation and 30 copies of the final report will be submitted to TxDOT with 20 copies going to the THC.

Assumptions for Archeology

The scope of services presented above is based on the following assumptions:

- 1) The cultural resources survey area consists of an area approximately 4.83 kilometers (km) (3 miles) in length and 122 meters (m) (400 feet [ft]) in width.
- 2) Archaeological sites will be defined only within the proposed ROW.

Additional Scope of Services

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

- 1) Archaeological site delineation outside of the proposed ROW
- 2) NRHP-eligibility testing of sites
- 3) Re-delineation of previously recorded archaeological sites

TASK 5: PUBLIC INVOLVEMENT

The Consultant will provide one person to participate in one public meeting, including participation in two preparation meetings. The Consultant will also prepare an environmental constraints map exhibit for public meeting and assist to address public comments for the PMSR (up to 25 comments).

TASK 6: NEPA/ENVIRONMENTAL TASK MANAGEMENT/ EA REVIEW

The Consultant's Project Manager and Task Leaders will be responsible for the oversight of all the activities discussed above. This will include: coordination of daily activities, attend meetings (assumed 6 meetings (2-hour each)) for one person to attend only, provide monthly status reports in conjunction with

monthly invoices and provide quality assurance/quality control throughout the duration of the project. This task is based on an 12-month duration from the time of the execution date.

This task also includes the review of the complete EA document.

Attachment B-2

PBSJ

Crabb River Road - US 59 to Lamar ISD Property (E. Logical Terminus TBD)

Approximately 3.8 Miles

Fort Bend County, Texas

Fee Summary for NEPA and Environmental Services

1.0	Environmental Constraints Map	\$8,915
2.0	Environmental Document Preparation (Various Sections)	\$32,307
3.0	Section 404 Wetland Delineation / Report	\$26,021
4.0	Archeology Survey/Report	\$21,761
5.0	Public Involvement	\$6,835
6.0	NEPA/Environmental Task Management/EA Review	\$19,707
	Direct Expenses	\$3,416
	Total =	\$118,962

PBS&J TOTAL FEE =

\$118,962

Crabb River Road - US 59 to Lamar ISD Property (E. Logical Terminus TBD)

Summary of Tasks and Labor Requirements Estimate



2009-8-26_CrabbRR_PBSJ Fee Summary_rev3.xlsx

ATTACHMENT B

Labor Classification

Task	Contract Rate	Principal	Project Manager/ Sr. Planner	Planner	Sr. Scientist	Scientist	Science Technician	GIS Tech	Admin	Activity Hours	Activity Cost	Summarized Expenses	TOTAL
1.0 Environmental Constraints Map		\$256.47	\$156.05	\$109.70	\$126.07	\$80.34	\$58.71	\$89.81	\$77.25				
Mapping, Field Reconnaissance (with 3 revisions)			8	32	4	12		30			\$8,915.27		
	Subtotal		8	32	4	12		30		86	\$8,915.27		
2.0 Environmental Document Preparation (Various Sections)			1	12				8		21	\$2,189.27		
Land Use Impacts													
Air Quality													
CO Analysis			2	2						2	\$219.39		
MSAT Analysis			2	2						2	\$219.39		
Geology, Soils and Prime/Unique Farmlands			1	1	2	6		2		11	\$1,023.10		
Floodplains and Drainage Patterns			2	2	4					6	\$723.68		
Water Quality			2	2	4	2		2		8	\$844.18		
Waters of the United States			1	1	4					6	\$70.03		
Ecological Resources			2	2	12	12				28	\$3,008.42		
Cultural Resources-Archaeology			2	2	4					6	\$723.68		
Indirect and Cumulative Impacts			12	60	4			22		94	\$10,425.66		
Environmental Assessment Prep with revisions (4 reviews)			20	60	4			8	16	108	\$12,159.77		
	Subtotal	0	36	144	34	20	0	42	16	282	\$32,306.57		
3.0 Section 404 Wetland Delineation / Report													
Field Delineation			2			12	12	4		30	\$2,339.13		
Report, JD Forms, Data Forms, Mapping			6		40	60	12	12	12	142	\$13,506.39		
Verification / Revised Report / Coordination with USACE			2		40	40	16	4	4	172	\$10,175.37		

Crabb River Road - US 59 to Lamar ISD Property (E. Logical Terminus TBD)

Summary of Tasks and Labor Requirements Estimate



2009-9-26_CrabbRR_PBSJ Fee Summary_rev3.xlsx

ATTACHMENT B

Labor Classification

Task	Principal	Project Manager/ Sr. Planner	Planner	Sr. Scientist	Scientist	Science Technician	GIS Tech	Admin	Activity Hours	Activity Cost	Summarized Expenses	TOTAL
	Subtotal	10		80	112	40	20	18	344	\$26,020,898		
4.0 Archeology Survey/Report												
Background Study		1			8		2		11	\$877,899		
Antiquities Permit Application		1		4	10		4		19	\$1,822,171		
Fieldwork		1		20	24	58	8		109	\$8,610,289		
Lab Analysis and Curation				8	36	32			32	\$1,878,721		
Prepare draft report to ERV		2		4	24		6	4	56	\$5,059,557		
Prepare final report to THC (2)		2		4	24		4	4	36	\$3,411,988		
	Subtotal	7		36	102	88	24	8	265	\$21,780,711		
5.0 Public Involvement												
Prepare up to two exhibits (Environmental Constraints Map)		2					4		6	\$670,533		
Assist in preparation of PMSR Responses (up to 50)		10		10				2	34	\$4,292,011		
Participate in two preparation mtgs and one public mtg		12							12	\$1,872,541		
	Subtotal	24		10			4	2	52	\$8,835,085		
6.0 NEPA/Environmental Task Management/EA Review												
Management		2						8	74	\$10,376,222		
Meetings (6)		14							14	\$2,184,633		
EA Review		16							56	\$7,146,555		
	Subtotal	2						8	144	\$19,707,410		
	Total Hours	2	163	186	246	128	120	50	1183	\$115,546	\$3,416	\$118,962



ATTACHMENT B

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare	0	RT	\$300.00	\$0.00
Mileage	1400	MILE	\$0.50	\$700.00
Digital Camera Usage	5	DAY	\$7.00	\$35.00
Records Curation	0.5	DRW	\$1,455.30	\$727.65
Printing and Photocopying	0	-		
-Photocopies 8 1/2"x11"	200	EA	\$0.10	\$20.00
-Photocopies 11"x17"	0	EA	\$0.15	\$0.00
-Color Photocopies 8 1/2"x11"	155	EA	\$1.00	\$155.00
-Color Photocopies 11"x17"	130	EA	\$1.80	\$234.00
Plots	0	-		
-Bond (Black & White)	0	SF	\$1.50	\$0.00
-Mylar (Black & White)	0	SF	\$1.50	\$0.00
- Bond (Color)	0	SF	\$1.25	\$0.00
-Mylar (Color)	0	SF	\$4.00	\$0.00
-Color Paper (Photo Quality)	14	SF	\$5.00	\$70.00
Lodging (per person)	2	DAY	\$85.00	\$170.00
Meals (per person)	14	DAY	\$36.00	\$504.00
Car Rental	2	DAY	\$65.00	\$130.00
Noise Meter Rental	0	EA	\$530.00	\$0.00
HazMat Data Search	0	LS	\$225.00	\$0.00
Editing	8	Hr	\$65.00	\$520.00
Mailings/Postage	0	LS	\$0.42	\$0.00
Backhoe and Operator	0	Day	\$560.00	\$0.00
Public Hearing Facility Rental	0	Day	\$300.00	\$0.00
Newspaper Advertisements	0	EA	\$1,500.00	\$0.00
Overnight Delivery Services	10	EA	\$15.00	\$150.00

TOTAL EXPENSES \$3,415.65

Labor Rate Schedule		
PBSJ		
ATTACHMENT B		
Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 09/FY10
Principal	\$ 83.00	\$ 256.47
Project Manager / Sr. Planner	\$ 50.50	\$ 156.05
Planner	\$ 35.50	\$ 109.70
Sr. Scientist-Environmental	\$ 40.80	\$ 126.07
Scientist-Environmental	\$ 26.00	\$ 80.34
Science Technician	\$ 19.00	\$ 58.71
GIS Analyst	\$ 29.00	\$ 89.61
Admin/Clerical/Word Processor	\$ 25.00	\$ 77.25

Attachment A-3

HUITT-ZOLLARS

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

August 26, 2009

Larry F. Janak, PE
IDC
11111 Wilcrest Green
Houston, Texas 77042
Ph 713/541-5591
Fax 713/541-3501

**Re: Revised Proposal for Professional Services
Crabb River Road – Fort Bend County, Texas
Preliminary Ground Surveying**

Dear Mr. Janak,

Huitt-Zollars, Inc. (HZ) appreciates the opportunity to provide this revised proposal to IDC (Client) in connection with the preliminary surveying for portions of Crabb River Road, FM 762 and FM 2759 in Fort Bend County, Texas. The project shall include Crabb River Road from the southeasterly feeder road of US 59 and extend south, crossing FM 2759, FM 762 and the BNSF Railroad, then continuing southeasterly along FM 762 for a total distance of 3.5 miles (from the US 59 feeder road). The project shall include FM 2759 and the BNSF Railroad from Crabb River Road, east for 2,000 feet and FM 762 and the BNSF Railroad from Crabb River Road, west for 2,000 feet (the Project).

Scope of Services

HZ shall perform the following:

1. Establish horizontal and vertical control for the Project. Horizontal and vertical control will be relative to State Plane NAD 1983 (CORS) and NAVD 1988 values using conventional surveying, static and RTK GPS surveys.
2. Obtain RTK GPS elevations and locations along the visible center of the existing roadways and along the center of the proposed roadway where it veers east from the existing roadway south of the BNSF Railroad. Elevations will be obtained on approximately 600 foot intervals.
3. Obtain four (4) cross sections each on Middle Bayou and Rabbs Bayou (two on each side of the existing roadway).
4. Obtain elevations and locations of various drainage structures within the Project limits.
5. Obtain cross sections on 100 foot intervals along the existing railroad within the project limits.
6. Identify the approximate existing right-of-way lines along the Project based on existing monumentation and right-of-way maps available from the Texas Department of Transportation (TxDOT). No abstracting will be performed.

Deliverables

Deliverables shall include the following:

- ASCII points file containing all field collected survey point data (North, East, Elevation and Description).
- MicroStation Version 8 graphics file with all field collected survey points, survey control points and approximate right-of-way lines.
- Survey field notes and copies of field books.

Compensation

The above Scope of Services shall be completed for the following Lump Sum fees:

Item 1	\$14,380.00
Item 2 through 5	\$19,700.00
Item 6	\$4,800.00
<hr/>	
Total	\$38,880.00

Schedule

Services shall be completed in approximately sixty (60) calendar days from the date of authorization of this proposal.

Additional Services

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with our current Hourly Rate Sheet (attached) or a mutually agreed upon lump sum fee with prior written approval from the Client. These services can include, but will not be limited to the following:

1. Aerial Mapping
2. Detailed conventional topographic ground surveying for the entire project.
3. Surveying outside the project limits.
4. Performing research (abstracting) for deeds, plats or easements, field surveying and boundary analysis for accurately relocating the existing right-of-way lines and adjacent land boundaries within or outside the project limits.
3. Tying survey control to datum other than those mentioned within the above Scope of Services.

TERMS & CONDITIONS

Following are the Terms and Conditions that apply to this Proposal (Agreement):

1. AUTHORIZATION FOR WORK TO PROCEED

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

2. OPINION OF PROBABLE CONSTRUCTION COSTS

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

3. STANDARD OF CARE

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

4. TAXES

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

5. BILLING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay Huitt-Zollars for services performed in accordance with the rates and

charges set forth herein. Invoices will be submitted by Huitt-Zollars on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Huitt-Zollars in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

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

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

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

6. CONSEQUENTIAL DAMAGES

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

7. TERMINATION

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

8. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the Client.

9. GOVERNING LAW

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

10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

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

11. CONSTRUCTION OBSERVATION

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

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

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

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

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

12. JOBSITE SAFETY

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

that the Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the Contractor.

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

13. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

14. SEVERABILITY

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

15. LIMITATION OF LIABILITY

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

AUTHORIZATION:

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

Sincerely,

HUITT-ZOLLARS, INC

Steven E. Williams, RPLS
Vice President/Survey Manager
Texas Reg. No. 4819



Accepted for IDC

(Signature)

(Name)

(Title)

(Date)

Attachment: Hourly Rate Schedule

HUITT-ZOLIARS

Houston HOURLY RATE SHEET

Professional

Principal-In-Charge.	\$ 185.00
Sr. Project Manager.	\$ 175.00
Project Manager.	\$ 165.00
QA/QC Manager.	\$ 180.00
Sr. Civil Engineer.	\$ 175.00
Sr. Structural Engineer.	\$ 170.00
Sr. Mechanical Engineer.	\$ 175.00
Sr. Electrical Engineer.	\$ 175.00
Civil Engineer.	\$ 165.00
Structural Engineer.	\$ 160.00
Mechanical Engineer.	\$ 155.00
Electrical Engineer.	\$ 155.00
Plumbing Engineer.	\$ 135.00
Engineer Intern.	\$ 110.00
Sr. Architect.	\$ 155.00
Architect.	\$ 145.00
Architect Intern.	\$ 100.00
Sr. Landscape Architect.	\$ 140.00
Landscape Architect.	\$ 90.00
Landscape Architect Intern.	\$ 80.00
Sr. Planner.	\$ 170.00
Planner.	\$ 150.00
Planner Intern.	\$ 110.00
Sr. Environmental Scientist.	\$ 160.00
Environmental Scientist.	\$ 110.00
Sr. Designer.	\$ 120.00
Designer.	\$ 110.00
Sr. CADD Technician.	\$ 118.00
CADD Technician.	\$ 90.00

Survey

Survey Manager.	\$ 150.00
Sr. Project Surveyor.	\$ 130.00
Project Surveyor.	\$ 120.00
Surveyor Intern.	\$ 100.00
Survey Technician.	\$ 90.00

Survey Crews

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

Construction

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

Administrative

Project Support.	\$ 70.00
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Reimbursable Expenses

Outside Services.	Cost + 10%
Consultants.	Cost + 10%
Mileage.	\$0.585/mile

Rates effective until January 31, 2010.

**ATTACHMENT C - SCHEDULE
CRABB RIVER ROAD
PRELIMINARY ENGINEERING**

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY ENGINEERING TASKS	364 days	Tue 9/1/09	Tue 8/31/10
2	ROADWAY	364 days	Tue 9/1/09	Tue 8/31/10
3	NTP	0 days	Tue 9/1/09	Tue 9/1/09
4	Collect / Gather Data	34 days	Sun 9/13/09	Fri 10/16/09
5	Field Reconnaissance	44 days	Thu 9/17/09	Fri 10/30/09
6	Coordinating with Agencies	261 days	Mon 12/14/09	Tue 8/31/10
7	Develop Alternative Alignments	45 days	Tue 10/6/09	Fri 11/20/09
8	Analyze Alternative Alignments	24 days	Tue 12/1/09	Thu 12/24/09
9	Select Preferred Alignment	15 days	Fri 1/1/10	Fri 1/15/10
10	Construction Cost Estimate	19 days	Mon 1/25/10	Fri 2/12/10
11	ENVIRONMENTAL	352 days	Sun 9/13/09	Tue 8/31/10
12	Determine ROW Requirement	20 days	Sun 1/24/10	Fri 2/12/10
13	Prepare Constrained Map	34 days	Sun 9/13/09	Fri 10/16/09
14	Conduct Environmental Field Work	43 days	Sun 10/18/09	Mon 11/30/09
15	Prepare Draft EA	65 days	Thu 12/10/09	Fri 2/12/10
16	Submit Draft EA to District	0 days	Fri 2/12/10	Fri 2/12/10
17	Draft EA Review/Approval at District	45 days	Wed 3/3/10	Fri 4/16/10
18	Submit Draft EA to FHWA	0 days	Fri 4/16/10	Fri 4/16/10
19	Draft EA Review/Approval by FHWA	45 days	Wed 5/5/10	Fri 6/18/10
20	Public Comments	20 days	Sun 6/27/10	Fri 7/16/10
21	FONSI	32 days	Sat 7/31/10	Tue 8/31/10
22	DRAINAGE	186 days	Sat 9/26/09	Wed 3/31/10
23	Review Exist Drainage	35 days	Sat 9/26/09	Fri 10/30/09
24	Determine 100YR WSE	21 days	Tue 11/10/09	Mon 11/30/09
25	Determine Detention Volume	23 days	Wed 12/9/09	Thu 12/31/09
26	Prepare Draft Report	44 days	Thu 12/17/09	Fri 1/29/10
27	TXDOT Review/Approval Draft Report	43 days	Wed 2/17/10	Wed 3/31/10
28	TIGER GRANT	15 days	Tue 9/1/09	Tue 9/15/09
29	Collect Data for TIGER Application	4 days	Tue 9/1/09	Fri 9/4/09
30	Prepare Draft TIGER Application	2 days	Mon 9/7/09	Tue 9/8/09
31	County Review Application	3 days	Wed 9/9/09	Fri 9/11/09
32	Submit Application to FHWA	0 days	Tue 9/15/09	Tue 9/15/09

External Tasks

External Milestone

Deadline

Milestone
 Summary
 Project Summary

Task
 Split
 Progress

Date Printed: Thu 8/27/09

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