

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS FIRST AMENDMENT is made and entered into by and between the Fort Bend County Drainage District, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Board of Directors, hereinafter referred to as "District," and LJA ENGINEERING & SURVEYING, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, District and Contractor entered an Agreement for Professional Engineering Services dated January 2010, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. District and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated June 10, 2010, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the District and Contractor is hereby amended to read:

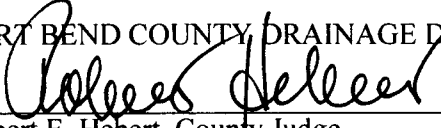
- A. An additional amount not-to-exceed \$34,400.00 shall be available for additional services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$62,150.00, which includes the original scope of work under the Agreement and the additional services described in Exhibit A.
- C. Reimbursable expenses shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to District as provided in the Agreement. Service charges are not applicable and not subject to reimbursement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of The District.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION


This Agreement shall become effective upon execution by District.

FORT BEND COUNTY DRAINAGE DISTRICT:



Robert E. Hebert, County Judge

8/5/2010
Date

Attest:

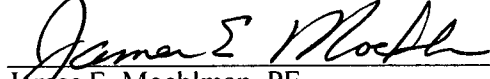

Dianne Wilson, County Clerk

APPROVED:

By: 
Mark Vogler, PE
Fort Bend County Drainage District

7/21/10
Date

CONTRACTOR: LJA ENGINEERING & SURVEYING, INC.


James E. Moehlman, PE
Senior Vice President

7/21/10
Date

MER:LJA.Drainage District.AMEND.3523

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$62,150.00 to accomplish and pay the obligation of the District under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Contractor Proposal dated June 10, 2010

Exhibit A

LJA Engineering & Surveying, Inc.



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

June 10, 2010

CHANGE ORDER

Mr. Mark Vogler, PE,
Fort Bend County Drainage Engineer
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

Re: Proposal for Engineering Services to
Determine Improvement Options for
Stafford Run Creek, Fort Bend County, Texas
LJA Proposal No. 10-0499CO1

Dear Mr. Vogler:

The Fort Bend County Drainage District selected LJA Engineering to update and analyze the hydrology and hydraulics of Stafford Run Creek from its confluence with Middle Oyster Creek to Brand Lane. The results of the updated hydrology and hydraulics have shown that the flows in Stafford Run Creek exceed the current capacity of the creek both upstream and downstream of the existing regional detention system. The results of the hydraulic analysis also indicate that the existing regional detention facilities are not performing as intended.

In addition to the updated hydrologic and hydraulic model of the Stafford Run watershed, the Fort Bend County Drainage District would like LJA to provide alternatives for lowering the water surface elevations within the Stafford Run channel and optimizing the performance of the regional detention facilities. While the original effort to update the models to reflect the current conditions in the watershed was straightforward and did not require modeling multiple options, determining the optimum alternative(s) for lowering the water surface elevations in the Stafford Run channel will be more complicated, thus involving more intense effort than the previous analysis.

We are pleased to submit this proposal for additional engineering services for this project and offer the following services and corresponding fees.

CO Task 1 Mitigation Options Upstream of Detention Ponds

The goal of this task is to determine the best method(s) for lowering the water surface elevations in the Stafford Run channel upstream of the existing detention facility. This effort will include modifying the current condition hydrologic model to reflect any proposed detention areas and modifying the current hydraulic model to reflect channel improvements along Stafford Run Creek. LJA will investigate the benefits of constructing channel improvements and/or additional detention and recommend an alternative based on the relative cost of the improvements versus the benefits derived by the project. LJA will identify several possible alternatives, which will then be discussed with the Fort Bend County Drainage District to establish the alternatives that will be studied in detail.

Estimated Fee for Task 1 is \$11,800.00

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CO Task 2 Optimizing Regional Detention

The goal of this task is to use the updated flows for the Stafford Run watershed that reflect the current (2010) level of development and any changes in watershed delineation and parameters that have occurred since the CIP model was created and modify the regional detention system to mitigate upstream water surface elevations and downstream flows as much as possible. LJA will analyze options for the 0.1-percent annual chance storm to determine the best alternative based on the relative cost of the improvements versus the benefits derived by the project. The results of the best option will be presented for the 0.1-, 0.04-, and 0.01-percent annual chance (10-, 25- and 100-year) events. LJA will identify possible alternatives, which will then be discussed with the Fort Bend County Drainage District to establish the alternatives that will be studied in detail.

Estimated Fee for Task 2 is \$18,650.00

CO Task 3 Formal Report and Mapping

LJA has provided a draft copy of the formal report showing the results of the hydrologic and hydraulic models that reflect the current condition of the Stafford Run watershed. The goal of this task is to add the analysis and recommendations for improvements, along with detailed documentation of the analysis to the formal report. LJA will then provide the Fort Bend County Drainage District with five copies of an all-inclusive, certified document that presents the results of the original Tasks 1 through 3 and CO Tasks 1 and 2. The report will include an Executive Summary and Sections describing the background, data acquisition, the development of the hydrology and hydraulics, and the results of the study, illustrated, as needed, with exhibits and maps. The estimated fee for this task includes addressing review comments made by the Fort Bend County Drainage District. The estimated fee for this task does not include the effort spent documenting the original three tasks.

Estimated Fee for Task 3 is \$3,700.00

The previously recommend a budget for reimbursable expenses such as printing, reproduction and mileage should be increased from \$500.00 to \$750.00

Compensation

We propose to perform these services on a time and material basis. The detail of these fees is as follows:

CO Task	Description	Fee Basis	Fee
1	Downstream Mitigation Options	T&M	\$11,800.00
2	Regional Detention Improvement Options	T&M	\$18,650.00
3	Report Revisions & Additions	T&M	\$ 3,700.00
Z99	Additional Reimbursable Expenses	T&M	\$ 250.00
	Total		\$34,400.00

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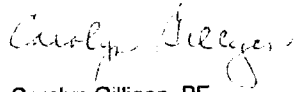
Mr. Mark Vogler, PE
June 10, 2010
Page 3

Actual charges will be for the number of hours worked on the project at our standard billing rates, not to exceed \$34,400.00 without prior written authorization from the Fort Bend County Drainage District. Reimbursable charges related to this project will be billed at actual costs plus 10 percent handling as defined in the PSA.

If this proposal meets with your approval, please execute both copies, returning one copy to our office and keeping the other for your records.

If you have any questions, please call me at 713.953.5275.

Sincerely,



Carolyn Gilligan, PE
Senior Technical Specialist
Hydrology and Hydraulics

CSG/rca

Attachment

APPROVED FOR:
Fort Bend County Drainage District

By: 

Name: Robert Hebert, County Judge

Date: July 27, 2010

ATTEST:



Dianne Wilson, County Clerk

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STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County Drainage District, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to TEXAS LOCAL GOVERNMENT CODE §262.011(d), hereinafter referred to as "District," and LJA ENGINEERING & SURVEYING, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, District desires that Contractor provide professional engineering services for Stafford Run Creek from its confluence with Middle Oyster Creek to Brand Lane located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

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

NOW, THEREFORE, District and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

- 1.01 Contractor shall provide the services described in Exhibit A, Contractor's Proposal dated January 8, 2010, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Exhibit A within sixty (60) calendar days from the date of this Agreement.

**SECTION II
CONTRACTOR'S COMPENSATION**

- 2.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VI, District shall pay to Contractor an amount not to exceed \$27,750.00, including reimbursable expenses, if any.
- 2.02 Contractor shall submit invoices to District and District shall pay each invoice within thirty (30) days after the District Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by District of the services covered by such invoice.
- 2.03 Contractor's rates shall not exceed those as provided in Exhibit A.

- 2.04 Reimbursable expenses shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to District. Service charges are not applicable and not subject to reimbursement.

SECTION III TERMINATION

- 3.01 District may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor 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.
- 3.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 District shall then pay Contractor 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.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to District when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Drainage District Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving District ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Drainage District Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Drainage District Risk Management Department as soon as available.

SECTION V NOTICE

- 5.01 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 District or Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

LJA Engineering & Surveying, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042
Attn: Carolyn Gilligan, PE

B. If to District notice must be sent to both District's Purchasing Agent and District Project Manager:

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

Mark Vogler, PE
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

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

SECTION VI
LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by District, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that District shall have available the total maximum sum of \$27,750.00, specifically allocated to fully discharge any and all liabilities which may be incurred by District.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that District shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$27,750.00.

SECTION VII
SUCCESSORS AND ASSIGNS

- 7.01 District and Contractor 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.
- 7.02 Neither District nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed 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 VIII PUBLIC CONTACT

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

SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary 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 Contractor's performance.

SECTION X OWNERSHIP OF DOCUMENTS

- 10.01 District shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 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 District when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor 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 District.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by District or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by District of such documents on extension of this Project or other unrelated projects shall be at District's sole risk.

SECTION XI INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS DISTRICT FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, BUT ONLY TO THE EXTENT OR DEGREE ON A COMPARATIVE BASIS OF FAULT ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR**

- EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 11.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON DISTRICT AS THE RESULT OF SUCH NEGLIENT ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

SECTION XII 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 XIII MISCELLANEOUS

- 13.01 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.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor 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 the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XIV
EXECUTION

This Agreement shall become effective upon execution by District.

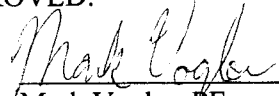
FORT BEND COUNTY DRAINAGE DISTRICT:



Gilbert D. Jalomo, Jr., CFPB Purchasing Agent

2/3/2010
Date

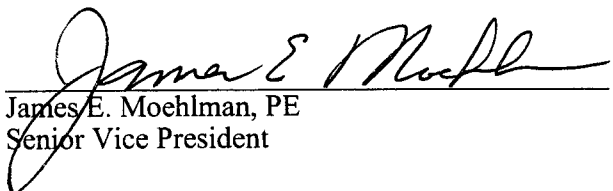
APPROVED:

By: 

Mark Vogler, PE
Fort Bend County Drainage District

2/2/10
Date

CONTRACTOR: LJA ENGINEERING & SURVEYING, INC.



James E. Moehlman, PE
Senior Vice President

2/1/10
Date

MER:LJA.Drainage District.3523(01282010)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$27,750.00 to accomplish and pay the obligation of the District under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Contractor Proposal dated January 8, 2010

Exhibit A

LJA Engineering & Surveying, Inc.



2929 Briarbank Drive Phone 713.953.5200
Suite 800 Fax 713.953.5028
Houston, Texas 77042-3703 www.ljaengineering.com

January 8, 2010

PROPOSAL

Mr. Mark Vogler, PE
Fort Bend County Drainage Engineer
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

Re: Proposal for Engineering Services to
Update and Analyze the Hydrology and Hydraulics of
Stafford Run Creek, Fort Bend County, Texas
LJA Proposal No. 10-0499

Dear Mr. Vogler:

We understand that the Fort Bend County Drainage District has selected LJA Engineering, Inc. to update and analyze the hydrology and hydraulics of Stafford Run Creek from its confluence with Middle Oyster Creek to Brand Lane. We are pleased to submit this proposal for engineering services for this project and offer the following services and corresponding fees in accordance with the attached Professional Services Agreement (PSA).

Background

As one of the first major channel improvement projects studied using the Fort Bend County Drainage Criteria adopted in 1987, Stafford Run improved in the late 1980's and early 1990's as part of the Middle Oyster Creek, Flat Bank Creek, Stafford Run Capital Improvement Project (CIP) sponsored by Fort Bend County and administered by the Fort Bend Flood Control/Water Supply Corporation (FBFC/WSC). One of the original goals of the CIP was to provide capacity in Stafford Run for development of approximately 545 additional acres¹, which left approximately 1,260 acres of the watershed without capacity for development in the improved Stafford Run channel.

After the Stafford Run channel improvements were completed, "as-built" surveys of the improved channel were obtained and a Letter of Map Revision (LOMR) that reflected the completed improvements was obtained from the Federal Emergency Management Agency in 2000. The documentation supporting the LOMR request considered approximately 2,285 acres of the total approximately 3,317-acre watershed as developed.

Understanding of the Project

Since obtaining the Stafford Run LOMR in 2000, many changes have been made in the watershed, some of which are listed below:

¹ Flood Control Improvements for Stafford Run, Middle Oyster Creek and Flat Bank Creek Watersheds with Supplements, September 1988.



- Major roadway improvements to US 90-A and the US 90-A/Highway 59 interchange that altered drainage outfall locations
- Street and drainage improvements to Dulles Avenue and Brand Lane
- Additional commercial and multi-family development within the Stafford Run watershed

In addition, some of the software used for the LOMR analysis has been replaced by enhanced software that allows more detailed modeling of the various aspects of the watershed. Recent modeling of the drainage system performed as part of the Dulles Avenue drainage improvements resulted in much higher flows within Stafford Run than were generated for the LOMR submittal.

The Fort Bend County Drainage District, therefore, would like to have an updated model of Stafford Run that reflects the current watershed conditions. We propose the following services and corresponding fees in accordance with the attached PSA.

Task 1 – Data Collection

The goal of this task is to meet with Fort Bend County, the Texas Department of Transportation (TxDOT), the City of Missouri City, the City of Sugar Land and the City of Stafford to gather the available studies and construction plans for all of the drainage elements and their respective drainage areas contributing rainfall runoff to Stafford Run. It is anticipated that we will obtain copies of the drainage design data and construction plans for US 90-A and Highway 59 and the preliminary design data for Dulles Avenue and Brand Lane. (Note: No survey work is included in the estimated fee for this task.)

Estimated Fee for Task 1 is \$1,750.00

Task 2 – Hydrology

The goal of this task is to develop updated flows for the Stafford Run watershed that reflect the current (2010) level of development and any changes in watershed delineation and parameters that have occurred since the CIP model was created. LJA will use the data collected in Task 1 to delineate drainage subareas, determine the watershed parameters (watershed length, channel slope, overland slope, roughness coefficient, imperviousness, etc) for each subarea, and prepare a HEC-HMS model of the current (2010) Stafford Run watershed. The 0.1-, 0.04-, and 0.01-percent annual chance (10-, 25- and 100-year) flows will be determined.

Estimated Fee for Task 2 is \$5,500.00

Task 3 - Hydraulics

The goal of this task is to determine the water surface elevations resulting from the flows determined in Task 2. Because the in-line detention ponds were constructed, LJA recommends modeling the channel and pond system using the unsteady component of the HEC-RAS program, which was not available when the CIP models were created. The 0.1-, 0.04-, and 0.01 percent annual chance (10-, 25- and 100-year) water surface elevations will be computed. Although as much as possible of the existing HEC-2 cross-section data and bridge data will be used, the unsteady component of HEC-RAS precludes simply importing the existing HEC-2 model into the HEC-RAS program.

Estimated Fee for Task 3 is \$11,000.00

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Mr. Mark Vogler, PE
January 8, 2010
Page 3

Task 4 – Formal Report and Mapping

The goal of this task is to provide the Fort Bend County Drainage District with five copies of an all-inclusive, certified document that presents the results of Tasks 1 through 3. The report will include an Executive Summary and Sections describing the background, data acquisition, the development of the hydrology and hydraulics, and the results of the study, illustrated, as needed, with exhibits and maps. The estimated fee for this task includes addressing review comments made by the Fort Bend County Drainage District.

Estimated Fee for Task 4 is \$9,000.00

We recommend a budget for reimbursable expenses such as printing, reproduction and mileage of \$500.00

Compensation

We propose to perform these services on a time and material basis. The detail of these fees is as follows:

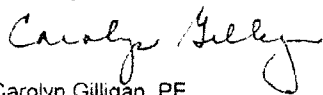
Task	Description	Fee Basis	Fee
1	Data Acquisition	T&M	\$ 1,750.00
2	Hydrology	T&M	\$ 5,500.00
3	Hydraulics	T&M	\$11,000.00
4	Report	T&M	\$ 9,000.00
Z99	Reimbursable Expenses	T&M	\$ 500.00
	Total		\$27,750.00

Actual charges will be for the number of hours worked on the project at our standard billing rates, not to exceed \$27,750.00 without prior written authorization from the Fort Bend County Drainage District. Reimbursable charges related to this project will be billed at actual costs plus 10 percent handling as defined in the PSA.

If this proposal meets with your approval, please execute both copies, returning one copy to our office and keeping the other for your records.

If you have any questions, please call me at 713 953.5275.

Sincerely,



Carolyn Gilligan, PE
Senior Technical Specialist
Hydrology and Hydraulics

CSG/rca

Attachment

APPROVED FOR
FORT BEND COUNTY DRAINAGE DISTRICT

By: _____

Name: _____

Date: _____

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ATTACHMENT "A"
SCHEDULE OF HOURLY RATES

Staff, Non-Principal Personnel Charges

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

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden, currently 37% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client.

Labor Cost Range (including 37% Payroll burden)

	<u>Lowest</u>	<u>Highest</u>
Department Head (VP, Dept. Manager, Sr. PM)	\$50.00	\$95.00
Project Manager	\$40.00	\$75.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$30.00	\$55.00
Sr. Planner	\$45.00	\$75.00
Planner	\$30.00	\$60.00
Sr. Landscape Architect	\$35.00	\$60.00
Landscape Architect	\$29.00	\$50.00
Designer	\$26.00	\$50.00
Resident Project Representative	\$26.00	\$45.00
GIS Developer	\$35.00	\$60.00
GIS Analyst	\$25.00	\$35.00
Survey Technician	\$33.00	\$45.00
Project Surveyor	\$41.00	\$52.00
CADD Operator (CADD Technician)	\$18.00	\$37.00
Clerical (Construction Admin. Assistant)	\$18.00	\$37.00

CADD System

Intergraph CADD system will be billed at a rate of \$25.00/hour plus operator time.

Principals

Principals will be billed at a rate of \$175.00/hour.

Senior Consultants

Senior consultants will be billed at a rate of \$200.00/hour.

Expert Witness

Expert witness duties will be billed at a rate of \$350.00/hour

Surveying Services

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

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

Mileage Charges

Mileage shall be charged at a rate of \$0.50/mile for all travel.

Survey/project representative mileage shall be charged at the rate of \$0.73/mile for all travel.

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Revised C1/04/10