

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

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

THIS FIRST AMENDMENT 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, on or about September 1, 2009, County and Engineer entered a Professional Services Agreement, hereinafter referred to as "the Agreement," to provide engineering, environmental services and TIGER Grant application for Crabb River Road (FM 2759) and FM 762, located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and,

WHEREAS, County and Engineer desire to amend the Agreement for additional environmental services and preliminary engineering for Phase I for the widening of Crabb River Road that was not included in Engineer's original scope of services for the Project, as further described in Exhibit A and as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

**AGREEMENT**

1. Section 3.01 the Agreement is hereby amended as follows:

"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 an amount not to exceed \$693,244.00, including all reimbursable expenses, if any. Engineer's compensation shall be allocated as follows:

- A. \$575,000.00 for services provided under the Agreement;
- B. \$25,000 for preparation of the TIGER Grant Application as provided under the Agreement; and
- C. \$93,244.00 for additional services provided under this First Amendment and Exhibit A & B.

2. Section VII of the Agreement is hereby amended as follows:

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 Agreement, that County shall have available the total maximum sum of \$693,244.00 including 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 Agreement, 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 \$693,244.00 for described scope of services in all executed Work Authorizations.”
3. Attached hereto is Exhibit A – letter from Engineer dated July 26, 2010, regarding the additional services, Exhibit B – additional services provided by a subcontractor of Engineer dated July 23, 2010, and Exhibit D – the Agreement between County and Engineer dated September 1, 2009, all incorporated by reference as if set forth therein verbatim for all purposes.
  4. Any and all travel expenses of Engineer and/or any subcontractors of Engineer shall be subject to County’s Travel Policy, attached hereto as Exhibit C and incorporated by reference as if set forth herein verbatim for all purposes.
  5. This First Amendment shall become effective upon execution of County and shall terminate on or before December 31, 2011.
  6. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
  7. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.
  8. If there is a conflict between this Exhibit A & B, and the Agreement and First Amendment, the provisions of this First Amendment and the Agreement shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

## EXECUTION

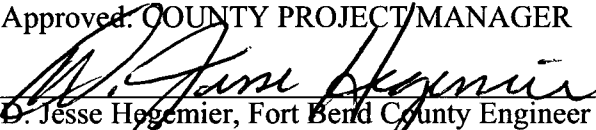
This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

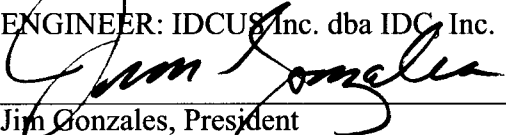
  
Robert E. Hebert, County Judge

9-10-10  
Date

Attest:   
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER  
  
D. Jesse Hogemier, Fort Bend County Engineer

9-9-10  
Date

ENGINEER: IDCUS Inc. dba IDC Inc.  
  
Jim Gonzales, President


9-7-10  
Date

Attest:

MER:Engineering Services Agreement.IDC.Crabb River/FM 762.3883.First Amendment

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$693,244.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Letter from Engineer dated July 26, 2010
- Exhibit B: Additional services provided by Parsons Brinckerhoff dated July 23, 2010
- Exhibit C: Fort Bend County Travel Policy
- Exhibit D: Agreement between County and Engineer dated September 1, 2009

## EXHIBIT A



July 26, 2010

Mr. Jesse Hegemier, P.E.  
Fort Bend County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471-1449

Re: FM2759/FM762 (Crabb River Road) Improvements  
Contract Modification Proposal  
Additional Environmental and Preliminary Engineering Services

Dear Mr. Hegemier:

IDC Inc. (IDC) is pleased to submit this revised proposal to provide additional environmental and preliminary engineering services as required by TxDOT or requested by the County. This proposal supersedes our previous submittal dated June 14, 2009 and has been modified to incorporate your comments and others from the County, and also to include work for revising the draft Environmental Assessment (EA) to incorporate phased construction. The scope of work includes conducting a public hearing, preparing the Finding of No Significant Impact (FONSI) document, conducting an archeology survey adjacent to the Sansbury Cemetery, revising the draft Environmental Assessment to incorporate phased construction, preparing concept layout and line diagrammatic for Phase I construction, and traffic engineering study at the Sansbury Road intersection.

The work to conduct a Public Hearing was excluded, as directed by the County, from the original scope of work. Now that the environmental process has progressed to a point that preliminary approval by FHWA is anticipated, this work needs to be included. The cost for this work is \$24,409.00.

Subsequent to the original contract, FHWA changed the requirement for the FONSI document. A simple 2 page document was expanded to a much larger document which is essentially a summary of the EA. The cost for this additional work is \$5,939.00.

TxDOT recently started requiring more archeological surveys adjacent to cemeteries. To fulfill this requirement, it is now necessary to dig trenches in TxDOT ROW adjacent to Sansbury Cemetery. The cost of this work is \$10,838.00.

The County desires to construct a portion of the Crabb River Road improvements in an initial construction contract. TxDOT recommends that the draft EA be revised at this time to include the Phase I construction. The cost of this work is \$32,992.00.

11111 Wilcrest Green, Suite 250, Houston, Texas 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

● Page 2

The County requested IDC to prepare concept drawings and cost estimates for Phase I construction. Work also includes preparing line diagrammatic for Phase I construction to be included in the revised draft EA. The cost of this work is \$16,065.00.

In addition, a traffic engineering study for the Sansbury intersection is included to verify the number of turning lanes needed at the intersection. The cost of this work is \$3,000.00.

Please be aware that the cost of public hearing, FONSI document preparation, and line diagrammatic have been reduced by \$29,030.00 from the June 14<sup>th</sup> proposal.

The above work will be performed by IDC and its three subconsultants. IDC will manage the work and perform civil engineering at a cost of \$24,834.00. PBS&J will perform the archeological survey adjacent to the cemetery, and assist with revising the EA and responding to public hearing comments at a cost of \$18,773.00. PBQ&D (Parsons Brinckerhoff) will conduct the public hearing, prepare the FONSI document, and revise the EA to incorporate phased construction at a cost of \$46,636.00. Huit-Zollars (HZI) will obtain traffic counts and perform the traffic study at a cost of \$3,000.00.

The cost for these services is a lump sum amount of \$93,244.00. The detailed cost proposal and scope of services is attached.

Sincerely,

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

## Exhibit B

### CONTRACT MODIFICATION

#### SERVICES TO BE PROVIDED BY THE ENGINEER

##### Scope of Services for Additional Environmental Services and Prepare Line Diagrammatic for Phase 1 Construction

##### FM 2759/FM 762 (Crabb River Road) Improvement Project

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

#### SCOPE OF SERVICES

This contract modification is for additional work requested by TxDOT and the County.

##### General

TxDOT is requiring additional environmental work not anticipated or included in the original Environmental Assessment (EA) scope of service. An archeological survey adjacent to the Sansbury Cemetery is needed to satisfy new requirements for projects located adjacent to a cemetery. Previously this survey was required only if new ROW was to be acquired, however, it now applies to work within existing ROW. Recently FHWA changed the format of the 'Finding of no Significant Impact' (FONSI) document. Previously it was a simple 2 page form. Now, they require a report that is much longer, and essentially is a more in-depth summary of the EA document.

The County requested the Engineer to exclude work for conducting a public hearing from the original scope of work. Now, FHWA authorization to conduct a Public Hearing for the Crabb River Road project is anticipated in the Fall. This contract modification includes the work necessary to prepare for the Public Hearing, conduct the hearing and write the hearing summary report. This is work necessary to obtain the FONSI. The EA currently includes the line diagrammatic for ultimate development of Crabb River Road. However, the County has decided to construct a portion of the ultimate facility as an initial phase of construction, and TxDOT is recommending that this be disclosed in the EA document. This contract modification includes work necessary to develop a Phase I construction line diagrammatic and incorporate it into the EA document. Also included is engineering to prepare the Phase I construction line diagrammatic

##### Engineering

The County is considering phased construction of the Crabb River Road project. Initial construction, Phase I, would widen the existing 2 and 3 lane asphalt pavement to a 4 lane

divided roadway from US 59 to south of the LCISD High School/Junior High School complex. Work to be performed by the Engineer includes preparing an open ditch concept layout for Phase I construction improvements to present to the County, TxDOT and stake holders for review and comment. Based on their input, the Engineer will prepare a line diagrammatic of the locally preferred alternative. The engineer will coordinate development of the line diagrammatic with the County, TxDOT, other stakeholders, and affected property owners. The line diagrammatic will be included into the EA document, which will need to be revised to incorporate phased construction. The Engineer will prepare a construction cost estimate for the phased construction. The estimate will be refined as additional input is received from the County, TxDOT, and stake holders.

This contract modification also includes obtaining traffic counts and performing a turning movement study for turn lanes at the intersection of Sansbury Blvd. with Crabb River Road. This work is necessary to assure proper lane balance.

The original scope of work included preparing preliminary cross sections and earthwork calculations for the project. This work is 70% complete. At the urging of the County to find budget that could be diverted to the additional work, no more work will be performed on this task. The remaining budget will be credited back to the County to help defray cost of the additional work.

Detailed scope of work for the environmental subconsultants PBQD and PBS&J, and the traffic consultant HZI, are attached.

ATTACHMENT  
FEE SCHEDULE  
CONTRACT MODIFICATION  
ADDITIONAL ENVIRONMENTAL SERVICES  
AND  
PHASE I CONSTRUCTION PRELIMINARY ENGINEERING  
FM2759/FM762 (CRABB RIVER ROAD) IMPROVEMENTS  
7/23/2010

IDC

Task Description	Principal	Project manager	Project Engineer	Designer	CADD Tech.	Clerical	Total Labor (Hours)	Direct Labor (Dollars)	Overhead 161.20% (Dollars)	Fixed Fee 12% (Dollars)	Total Amount (Dollars)
I. Project Management											
F. Coord Phase 1 Preliminary Engineering with TxDOT	0	0	0	0	0	0	0	0	0	0	0
Subtotal											
II. Design Schematic											
G. Prelim Estimate Calculations (Credit to County)											
H. Prepare Phase I Concept Drawing	2	3	24				8	\$440	\$700	\$120	\$1,260
I. Prepare Life Diagrammatic for Phased Construction	2	5	12		24		58	\$2,644	\$4,257	\$828	\$7,729
J. Coord. Meetings with County for Phase I Concept	2	5	12		5		30	\$1,536	\$2,473	\$461	\$4,470
K. Preliminary Construction Cost Estimate for Phase I	4	4	16	20			40	\$1,776	\$2,859	\$568	\$5,103
Subtotal							136	\$6,386	\$10,288	\$2,053	\$14,635
III. Environmental Assessment											
A. Administer Contract	4						4	\$352	\$567	\$110	\$1,029
B. Coordinate ENV work	12						20	\$1,208	\$1,945	\$378	\$3,531
C. Public Hearing	8	12		4			24	\$1,440	\$2,318	\$461	\$4,219
Subtotal							54	\$3,000	\$4,830	\$949	\$8,779
Total Labor	6	44	88	24	32	4	180	\$9,386	\$15,128	\$2,843	\$23,404
Direct Costs											
Deliveries	Unit	Qty	Unit Cost								
Materials	Job	1	\$100								\$100
Outside Reproduction/ Exhibits Reports, etc.)	M	600	\$0.55								\$330
Total Direct Costs	Job	1	\$1,000								\$1,430
TOTAL IDC COSTS											\$24,834
Firm	Task										
PIES&J (Task VI, ENV)											
1. Archeological Survey Adjacent to Cemetery										\$11,858	
2. Prepare Response to Public Hearing Comments										\$1,071	
3. Incorporate Phased Construction into EA										\$5,854	
Total											\$18,773
PRO&D (Task VI, ENV)											
1. Conduct Public Hearing										\$13,652	
2. Prepare FONSI document										\$5,929	
3. Expenses										\$5,477	
4. Incorporate Phased Construction into EA										\$21,568	
Total											\$46,626
Mule-Zollars (Task IV, H)											
1. Obtain Traffic Counts and Determine Turning Lane Movements										\$1,000	
Total											\$1,000
TOTAL PROJECT											\$91,244



**EXHIBIT**  
**ADDITIONAL SERVICES TO BE PROVIDED BY PARSONS BRINCKERHOFF**  
**Crabb River Road Expansion – Environmental Assessment**  
**July 23, 2010**

---

Coordination between Fort Bend County and the Texas Department of Transportation (TxDOT) regarding the widening of Crabb River Road has resulted in a proposed phased approach for the project. Parsons Brinckerhoff (PB) has been asked to revise their previous scope of work for the Environmental Assessment (EA) to include the phased implementation aspect. The EA will be revised to include assessing the interim impacts during a phased implementation of the proposed Crabb River Road Expansion project, conducting a Public Hearing, and preparing a Finding of No Significant Impact (FONSI) document.

**Task 1 - Revising the Environmental Assessment**

The EA would be revised to account for implementation of an interim phase of improvements that would include widening Crabb River Road with asphalt concrete pavement (ACP) to a four-lane divided (raised median) from US 59 to the south end of the LCISD secondary school complex. In this phase, the facility would include curb and gutter with inlets outfalling into roadside ditches north of the BNSF Railroad. South of the BNSF Railroad, the interim phase of the proposed project would include removing and reconstructing with ACP to a four-lane divided (raised median), curbed and guttered roadway with inlets outfalling into roadside ditches where the proposed right-of-way is wider than 120 feet. This implementation phase would not include the grade separations proposed for the ultimate design of the proposed Crabb River Road expansion. The following efforts are required and will be conducted by PB to complete the project:

- Revisions to project description as stated in purpose and need and alternatives
- Review of impacts on access and travel patterns for socioeconomic analysis
- Review and discussion of traffic impacts and benefits
- Revised noise analysis
- Review and revision of visual and aesthetic impacts
- Review and revision of construction impacts
- Revisions throughout draft and final EA document to account for all other impacts
- Additional project management, meetings, QA/QC and project schedule revisions as needed to facilitate the above listed efforts

All work associated with these additional services shall conform to the applicable requirements of TxDOT, FHWA and Fort Bend County.

**Task 2 – Conducting a Public Hearing for the Environmental Assessment and Preparing a FONSI Document**

In response to the need for a public hearing, this effort will include the preparation of legal notice for ad placement and ad placement verification procedures, pre-meeting planning, TxDOT coordination meetings, mailing/notification lists, preparation of meeting notifications, meeting facility arrangements, court reporter coordination, public hearing attendance, hearing summary

documentation and community follow-up. The following efforts are required to complete the project:

- PB will prepare and verify legal notices and advertisements
  - County will arrange for publication in newspapers and pay publication costs directly to newspapers/periodicals
- PB will assist the County in conducting community-based research on issues and concerns
- PB will participate in TxDOT coordination meetings to prepare for the hearing
- PB will assist the County in researching and booking public hearing facility
  - County will pay facility rental costs directly
- PB will assist the County in arranging for a court reporter and translator (if necessary)
  - County will pay court reporter/translator costs directly
- PB will conduct property owner verification
- PB will assemble and verify public hearing mailing lists
  - County will mail public hearing notices
- PB will prepare public hearing presentation and scripts plus respond to TxDOT comments
- PB will attend hearing and set up in advance
  - County will provide audio/video equipment, as necessary
- PB will prepare public hearing summary document

**Task 2A – Advertising for Public Meeting for the Environmental Assessment**

PB incurred the costs of placing newspaper advertisements for the December 2009 public meeting after TxDOT declined to advertise for the project, since it is a County project. The 30-day notification requirement was met and the project schedule was not delayed as a result. Newspaper advertisements were not included in PB's original scope of work. The County will reimburse \$ 4,627.80 for advertising costs.

**Task 2B – Preparation of FONSI Document for FHWA Signature**

The Federal Highway Administration (FHWA) requires the preparation of a FONSI document consisting of multiple pages. The FONSI is a separate document that clearly sets forth FHWA's conclusions and identifies the basis for the decision. The FONSI will document compliance with NEPA and other applicable environmental laws, executive orders, and related requirements, and it will document environmental commitments and mitigation measures agreed to by Fort Bend County, TxDOT and FHWA. The FONSI document will include, at minimum:

- Project Description
- Project History
- Proposed Impacts and Mitigation Commitments, including those regarding:
  - Land Use
  - Relocations and Right-of-Way Acquisition
  - Community Cohesion
  - Environmental Justice
  - Air Quality

- Traffic Noise
- Water Quality (including Section 401 Compliance and Texas Pollutant Discharge Elimination System)
- Floodplains
- Wetlands and Waters of the U.S.
- Vegetation and Wildlife Habitat (including Migratory Birds and Essential Fish Habitat)
- Threatened and Endangered Species
- Migratory Birds
- Cultural Resources
- Section 4(f)/6(f) Properties
- Hazardous Materials
- Summary of Indirect and Cumulative Impacts
- Monitoring of Enforcement
- Conclusion
- Determination

All work associated with these additional services shall conform to the applicable requirements of TxDOT and FHWA. Following issuance of a FONSI by FHWA, PB will draft a Notice of Availability of the FONSI and EA and assist the County with publishing and mailing the notice. The County will be responsible for the cost of mailing and advertising the notification.

**PARSONS BRINCKERHOFF**

1475

**Parsons Brinckerhoff Crabb River Road EA**  
Summary of Direct Expense Estimate

**ATTACHMENT B**

<b>DIRECT COST ITEMS</b>	<b>AMOUNT</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL</b>
Airfare		RT	\$ 300.00	\$ -
Mileage	500	MILE	\$ 0.50	\$ 250.00
Digital Camera Usage		DAY	\$ 7.00	\$ -
Printing and Photocopying				\$ -
-Photocopies 8.5 x 11	800	EA	\$ 0.10	\$ 80.00
-Photocopies 11 x 17	50	EA	\$ 0.15	\$ 7.50
-Color Photocopies 8.5 x 11	100	EA	\$ 1.00	\$ 100.00
- Color Photocopies 11 x 17	50	EA	\$ 1.00	\$ 50.00
Plots				\$ -
-Bond (B/W)		SF		\$ -
-Mylar (B/W)		SF		\$ -
-Bond (Color)		SF		\$ -
-Mylar (Color)		SF		\$ -
-Color Paper (photo Quality)		SF		\$ -
Lodging (per person)	1	DAY	\$ 85.00	\$ 85.00
Meals (per person)	2	DAY	\$ 36.00	\$ 72.00
Car Rental	2	DAY	\$ 65.00	\$ 130.00
Edkting		HR	\$ 65.00	\$ -
Mailings/Postage		LS	\$ 0.47	\$ -
Public Hearing Facility		DAY	\$ 1,000.00	\$ -
Audio/Video Rental		DAY	\$ 750.00	\$ -
Newspaper Advertisements		EA	\$ 5,000.00	\$ -
Dec 2009 Public Meeting Advertisements	1	EA	\$ 4,627.80	\$ 4,627.80
Overnight Delivery Services	5	EA	\$ 15.00	\$ 75.00
Miscellaneous				\$ -

**TOTAL EXPENSES \$ 5,477.30**



An employee-owned company

June 29, 2010

Mr. Larry Janak, PE  
11111 Wilcrest Green, Suite 250  
Houston, Texas 77042

RE: Additional Services for the Crabb River Road Widening Project, Fort Bend County, Texas  
Supplemental Agreement No. 1

Dear Mr. Janak:

A Professional Services Agreement, signed and dated October 26, 2009, included a Scope of Services indicating the following tasks that PBS&J would be responsible to complete as part of the Crabb River Road Widening Project: 1) Environmental Constraints Map, 2) Environmental Documentation Preparation, 3) Section 404 Wetland Delineation/Report, 4) Archeology Survey/Report, 5) Public Involvement and 6) NEPA/Environmental Task Management/EA Review. This letter serves as amendment to the original scope to provide additional services for Task 4.

**Task 4 – Archeology Survey/Report**

Since the original scope, additional archeological factors have altered the scope of Task 4. During field investigations an African American cemetery, Sansbury Cemetery, was evaluated and it was recommended that trenching should be required based on the revised Texas Health and Safety Code, H.B. 2927 that was revised in September 2009.

**Amendment to Texas Health and Safety Code**

The revised Texas Health and Safety Code, H.B. 2927, addressed definitions and rules involving human burial sites, and was recently enacted as state law. Previous to the Code's amendment, a "cemetery" was defined as "a place that is used or intended to be used for interment, and includes a graveyard, burial park, or mausoleum." The amended Code added language to the definition of "cemetery" to include "any other area containing one or more graves." Additionally, language was added to the definition of "grave" which previous was defined as "a space of ground that is in a burial park and that is used or intended to be used for interment in the ground." Language was added to also include in the definition of "graves" those areas that contain interred human remains." Therefore, a cemetery is now defined as any area containing one or more graves that may or may not be marked and may or may not be inside a burial park (Texas Health and Safety Code, H. B., Section 1, 711.001).

The revisions also resulted in the Texas Historical Commission (THC) being given authority to adopt rules to "1) enforce and administer Sections 711.010 and 711.011; and 2) enforce and administer Sections 711.004, 711.007, 711.0105, 711.035, and 711.036. These Sections deal with the removal of burial sites and disturbance to cemetery property. THC has prepared a draft guidance document to help enforce and administer the new responsibilities according to the H.B. 2927; however, the draft is in working form and not yet complete. Until the draft is completed, THC is treating each case of potential disturbance

1250 Wood Branch Park Drive, Suite 300 • Houston, Texas 77079 • Telephone: 281.493.5100 • Fax: 281.493.1047 • www.pbsj.com

Mr. Larry Janak  
June 29, 2010  
Additional Services for Crabb River Road  
Supplemental Agreement No. 1  
Page | 2

individually and suggesting actions to avoid disturbance on a case-by-case basis. TxDOT has recently corresponded with THC regarding the grave site avoidance procedures they are requiring consultants to perform for projects.

In conformance with the project scope, PBS&J submitted the Archeological Report summarizing the preliminary findings on February 12, 2010. On February 17<sup>th</sup> the project team discussed these findings with the TxDOT Houston District and Environmental Affairs (ENV) office. ENV then forwarded the request for review to THC on February 18<sup>th</sup>. On February 19<sup>th</sup> ENV, in coordination with THC, responded with the following recommendations to address the Sansbury Cemetery:

- 1) Avoiding the back slope (edge of cemetery to centerline of storm water drainage ditch) of the storm water drainage ditch.
- 2) No mechanical scraping at the base of the storm water drainage ditch itself is warranted.
- 3) Three to four mechanical trenches be excavated (no permit amendments needed) between the edge of the roadway and the centerline of the storm water drainage ditch, parallel to the roadway, to verify and document whether or not burials exist within the part of the ROW where construction would occur, and
- 4) If burials are encountered, the archeological subcontractor is to contact TxDOT and THC immediately and either continue trenching to the depth of discovery to determine if any other unmarked burials are present or implement instructions from TxDOT/THC.

Following completion of the additional archeological work, PBS&J will analyze all data and summarize the findings. The results will be incorporated into the final report and will be written in accordance with the Guidelines for Cultural Resource Management Reports established by the Council of Texas Archeologists. Once the report is approved by Fort Bend County, the document will be submitted to TxDOT and the THC for review. PBS&J will address any comments from TxDOT and the THC. Once these comments have been addressed, a final report will be submitted to Fort Bend County, TxDOT and the THC. Survey documents will be submitted to the Texas Archeological Research Laboratory (TARL) for curation.

#### **Expenses**

Expenses have also been included to cover the needs of Task 4. See the attached break down of estimated expenses which total \$904.00

#### **TASK 4 COST ESTIMATE AND ASSUMPTIONS**

PBS&J proposes to conduct the above-described scope of services. As requested by the client, the budget is for one eight-hour day for two archeologists without warranties that the work can be completed in one day. The preliminary cost assumes excavating 3-4 trenches along the ROW adjacent to the cemetery boundary to a depth of at least 5-7 feet below the natural ground surface. This scope is

1250 Wood Branch Park Drive, Suite 300 • Houston, Texas 77079 • Telephone: 281.493.5100 • Fax: 281.493.1047 • [www.pbsj.com](http://www.pbsj.com)

**PBSJ**

Mr. Larry Janak  
June 29, 2010  
Additional Services for Crabb River Road  
Supplemental Agreement No. 1  
Page 13

exclusive of delays related to weather and equipment/operator availability. The estimated cost to provide these services is not to exceed \$9,934.37 without written notification. A breakdown of this cost by task is provided below.

<u>Archeological Trenching and Report</u>	<u>\$9934.37</u>
<b>TOTAL</b>	<b>\$9934.37</b>

#### ASSUMPTIONS

The scope of services and cost estimate presented above are based on the following assumptions:

- 1) Three to four trenches measuring approximately 16 ft and no more than 32 ft in length each will be excavated to a depth of at least 5-7 feet below the natural ground surface between the edge of the roadway and the centerline of the storm water drainage ditch, parallel to the roadway.
- 2) If burials or grave shafts are located work at the trench will cease immediately after location of the find is noted. The trench will be protected and backfilled and TxDOT and the THC will be notified within 24 hours of the discovery.
- 3) The client will conduct the One-Call and is responsible for identifying and marking all utilities prior to trenching. Trenches will be placed in areas free of utilities as verified by the client.
- 4) The client will provide a backhoe with a smooth blade bucket and a skilled operator.
- 5) PBS&J archeologists have authority to direct operator as needed to ensure that the trenching follows the methodologies approved by TxDOT and the THC.
- 6) The client will provide all necessary erosion control and traffic safety measures including backfilling and compaction at the trench locations as well as other safety measures such as OSHA safety requirements.
- 7) The client is responsible for handling all communications related to public relations, press inquiries, and legal actions related to the project if those arise.
- 8) This scope and approach is based on guidance received from TxDOT and the THC and assumes no modification or additions to the scope of work will occur as a result of design modifications or other changes that would increase the archeological investigation parameters as defined above.

#### ADDITIONAL SCOPE OF SERVICES

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

- 1) Coordination and planning required for archeological removal of any discovered archeological sites or burial features within ROW.
- 2) Lab analysis and preparation for reburial.
- 3) Reburial containers, burial plots, and funerary services.
- 4) Archeological site delineation outside of the project area.
- 5) Court costs or legal fees associated with reburial.

1250 Wood Branch Park Drive, Suite 300 • Houston, Texas 77079 • Telephone: 281.493.5100 • Fax: 281.493.1047 • www.pbsj.com





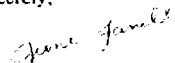
Mr. Larry Janak  
June 29, 2010  
Additional Services for Crabb River Road  
Supplemental Agreement No. 1  
Page 14

- 6) NRHP-eligibility testing of sites.
- 7) Geoarcheological evaluations.
- 8) Public involvement or communication with descendent communities or family.

Should the scope of work change and additional services are needed, PBS&J will provide a supplemental cost estimate to complete the work. Should you find this proposal acceptable, please indicate your approval by your signature below.

We look forward to continuing our relationship with you on this and other projects. If you have any questions or would like to discuss this estimate in more detail, please call me at 281.529.4205.

Sincerely,



June Farrell, AICP  
Project Manager

Attachment

Crabb River Road - US 59 to Lamar ISD Property  
Summary of Tasks and Labor Requirements Estimate  
Supplemental Agreement No. 1

Task	Contract Rate	Principal	Project Manager/Sr. Planner	Sr. Planner	Sr. Scientist	Scientist	Science Technician	GIS Tech	Admin	Activity/Hours	Activity/Cost
4.0 Archeology Survey/Report		\$258.47	\$158.05	\$109.70	\$176.07	\$40.34	\$48.71	\$69.81	\$77.25		
Additional Arch Trenching and Reporting											
Subtotal		1	8	0	18	51	3	11	15	106	\$9,314.37
Expenses											
Meals/Per Diem											
Mileage											
Hotel											
GPS											
Curator (1 box)											
Printing											
Subtotal											
TOTAL										106	\$10,314.37

Labor Task Summary

May 17, 2010



An employee-owned company

July 20, 2010

Mr. Larry Janak, PE  
11111 Wilcrest Green, Suite 250  
Houston, Texas 77042

RE: Additional Services for the Crabb River Road Widening Project, Fort Bend County, Texas  
Supplemental Agreement No. 2

Dear Mr. Janak:

A Professional Services Agreement, signed and dated October 26, 2009, included a Scope of Services indicating the following tasks that PBS&J would be responsible to complete as part of the Crabb River Road Widening Project: 1) Environmental Constraints Map, 2) Environmental Documentation Preparation, 3) Section 404 Wetland Delineation/Report, 4) Archeology Survey/Report, 5) Public Involvement and 6) NEPA/Environmental Task Management/EA Review. This letter serves as amendment to the original scope to provide additional services for Tasks 2 and 5.

**Task 2 – Environmental Documentation Preparation**

Due to changes in implementation of the proposed widening of Crabb River Road the Environmental Assessment (EA) will need to be modified to reflect the changes in phasing for construction. PBS&J will update the necessary sections of the EA to reflect this change.

**TASK 2 COST ESTIMATE AND ASSUMPTIONS**

PBS&J proposes the previously stated scope of services to participate and to provide support for an update to the EA in order to incorporate the phasing plan for the construction of the roadway widening.

Document Coordination	\$1,638.47
Document Revisions	\$4,154.24
<u>Project Meeting</u>	<u>\$1,071.00</u>
<b>TASK 2 TOTAL</b>	<b>\$6,863.71</b>

**ASSUMPTIONS**

- 1) The client will prepare the phasing analysis for the EA.
- 2) PBS&J will only provide updates to the sections of the EA as described in the original contract that were prepared by PBS&J, as applicable.
- 3) One meeting to be held to discuss changes in the document.
- 4) Mileage has been included in the expenses line item (see attached) for travel to and from the meeting location and other potential travel to the project team office(s).

**Task 5 – Public Involvement**

The project team will hold an additional public meeting in the summer of 2010. This meeting will be held to update the public and the representative agencies on the status of the project. PBS&J staff will assist in the summary report and responses to comments that are made by the public.

**TASK 5 COST ESTIMATE AND ASSUMPTIONS**

PBS&J proposes the previously stated scope of services to participate and to provide support for a public meeting to be held in the summer of 2010.

<u>Responses to Comments</u>	<u>\$1071.00</u>
<b>TASK 5 TOTAL</b>	<b>\$1071.00</b>

1250 Wood Branch Park Drive, Suite 300 • Houston, Texas 77079 • Telephone: 281.493.5100 • Fax: 281.493.1047 • www.pbsj.com

Mr. Larry Janak  
July 20, 2010  
Additional Services for Crabb River Road  
Supplemental Agreement No. 2  
Page | 2

**ASSUMPTIONS**

- 1) No handouts or exhibits will be prepared by PBS&J.
- 2) Meeting coordination will be to assist the project team with any necessary due diligence and support for the Summary Report that may be required.

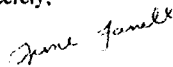
**Expenses**

Mileage has been allocated for travel for the document meeting as well as mileage to visit the project site.

The total cost for this Supplemental Agreement No. 2, including labor and expenses, is not to exceed, \$8,034.71. Should the scope of work change and additional services are needed, PBS&J will provide a supplemental cost estimate to complete the work.

We look forward to continuing our relationship with you on this and other projects. If you have any questions or would like to discuss this estimate in more detail, please call me at 281.529.4205.

Sincerely,



June Farrell, AICP  
Project Manager

Attachment

Crabb River Road - US 59 to Lamar ISD Property  
Summary of Tasks and Labor Requirements Estimate  
Supplemental Agreement No. 2

Task	Principal Contract Rate	Project Manager/Sr. Planner	Planner	Sr. Scientist	Scientist	Science Technician	GIS Tech	Admin	Activity/Hours	Activity/Cost
2.0 Environmental Documentation Preparation										
Document Coordination	1	4	4	4	4			4	12	\$1,638.27
Document Revisions		8	16	4	4			4	16	\$4,154.24
Project Meeting	1	4	4	4	4			8	8	\$1,071.00
Subtotal		16	24	4	4			0	57	\$5,863.71
3.0 Public Involvement										
Review and Prepare Responses to Comments		4	4	4					8	\$1,071.00
Subtotal		4	4	4	0	0	0	0	8	\$1,071.00
Finances										
Willage										\$100.00
Subtotal										\$100.00
TOTAL									65	\$8,034.71

# HUITT-ZOLLARS

HUITT ZOLLARS, INC. • 15000 South Loop West, Suite 200 • Houston, TX 77057 • Tel: 281 496 0066 • Fax: 281 496 0220 • huitt-zollars.com

May 6, 2010

Larry F. Funk, PE  
IDC, Inc.  
1111 Wilcrest Green, Suite 250  
Houston, Texas 77042

Re: Proposal for Professional Services  
Intersection Improvements Report at Sansbury Boulevard and Crabb River Road  
Fort Bend County, Texas

Dear Mr. Janak:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal to IDC, Inc. (Client) in connection with preparing a report identifying the traffic lane improvements recommended for the intersection of Sansbury Boulevard and Crabb River Road (Project) in Fort Bend County, Texas. Our proposal is based upon the following scope of services, compensation, schedule and terms and conditions.

## Basic Scope of Services

Huitt-Zollars shall:

1. Obtain traffic counts at the Project to support the traffic lane improvement recommendations
2. Prepare a letter report detailing the turn lane improvements recommended at the Project

## Additional Services

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Client, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the Client in writing, shall be completed a lump sum basis or on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet. Additional services that are not included in this proposal but may be provided based on additional written authorization from the Client include:

- A. Floodplain/Floodway Studies or Hydraulic & Hydrologic Modeling
- B. US Army Corps of Engineers Permits
- C. Construction Staking and Re-staking
- D. As-Built Surveys
- E. Fees for Agency Reviews, Tax Certificates, Title Commitments, Private Utility Information, Permitting and/or Inspections
- F. Any other service not otherwise included in the Basic Services

## Compensation

The Basic Scope of Services shall be completed for a lump sum fee of \$ 3,000.00.

## Schedule

The Basic Scope of Services shall be completed within twenty (20) calendar days from receipt of signed authorization from the Client.

Page 1 of 5

## Exhibit C

# Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.co.fort-bend.tx.us/getSitePage.asp?sitePage=7269>) with the travel reimbursement form.

### LODGING:

#### Hotel:

**Texas:** Hotel reimbursements are limited to contract hotel rates near the event site. Participating contract hotels are listed at [http://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm). When making a reservation the traveler must ask for the State of Texas Contract rate and be prepared to provide the County's agency #: C0790. Contract hotels must be used unless a non-contract hotel provides a lower total cost or no contract hotel is available. If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty. The traveler will be responsible for the excess charge over the contract hotel rates near the event site if they choose not to stay at a contract hotel or a conference sponsored discounted hotel. The traveler may choose any hotel that is less than

the contract hotel rates near the event site to save additional county funds. If no contract hotels are listed for the destination city, the traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

**Out-of-State:** The traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees:** Fees for additional services (internet, telephone, valet, parking...) require justification to be allowable.

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** The original itemized hotel statement must be submitted with the travel reimbursement claim showing a zero balance due if paid by the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$18/day for that day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$24/day for that day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court (\$0.55/mile as of 1/1/2009). Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. If actual mileage



exceeds the estimate provided by the State Mileage Guide (<http://ecpa.cpa.state.tx.us/mileage/Mileage.jsp>) by 20%, the traveler must provide a letter explaining the purpose of the excess mileage or limit the reimbursement request to the State Mileage Guide estimate.

**County Vehicle:** Fuel purchases when using a County vehicle must be made with the County fuel card. Original receipts must be provided with reimbursement request.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat. The payment confirmation and itinerary must be presented with the travel reimbursement form.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The instructions for reserving with each agency are explained at the individual web sites above. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler may use a non-contract vendor at a rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Additional fees:** Fees for additional services (tolls, parking...) require justification to be allowable. Optional rental car fees are not reimbursable (GPS, prepaid fuel, premium radio, additional insurance...). Original receipts or documentation are required for allowable fees.

**Gratuities:** Gratuities are not reimbursable for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**PACKAGE AND GROUP TRAVEL RATES:**

The traveler may obtain a package travel rate for airfare, hotel, and/or rental car services for a combined rate of less than the individual rates pursuant to the category requirements above without penalty. The traveler may also participate in group lodging or rental car services for a combined rate of less than the individual per person rates pursuant to the category requirements without penalty.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form ([http://cww.co.fort-bend.tx.us/departments/auditor/auditor\\_forms.htm](http://cww.co.fort-bend.tx.us/departments/auditor/auditor_forms.htm)) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official.