

ARF-3069

REGULAR SESSION AGENDA

Date: 03/01/2011

17
Item #: ~~92.0.~~
Road & Bridge

Agreement with Carroll & Blackman for Storm Water Pollution Prevention Control Plan

Submitted By: Scott Wieghat, Road & Bridge

Department: Road & Bridge

Type of Item: Discussion Item

Renewal Agreement/ No

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals N

Y/N?:

AGENDA ITEM 19

Information

SUMMARY OF ITEM

Approve an Agreement with Carroll & Blackman, Inc. for Storm Water Pollution Prevention Plans for Fort Bend County Facilities, to include Road & Bridge, Engineering, Vehicle Maintenance, and Fueling Facilities. County expenditures not to exceed \$51,806.00. (Funding Source: Road & Bridge & ~~Engineering~~) N/D Fees

SPECIAL HANDLING

Fiscal Impact

ACCTG UNIT or GRANT/PROJ NAME: 155611100 - 63000

ACCT NAME or GRANT/PROJ ACTIVITY: R&B 1140190

BUDGETED Y/N: Yes

FISCAL SUMMARY:

ACCTG UNIT or GRANT/PROJ NAME: Non Departmental

ACCT NAME or GRANT/PROJ ACTIVITY: Fees

BUDGETED Y/N: Yes

FISCAL SUMMARY:

Non Departmental Land Matters not budgeted by Engineering.

Attachments

Link: Carroll & Blackman Agreement

3-4-11 orig. ret. to Scott at Road & Bridge

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, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County" and CARROLL & BLACKMAN, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional engineering services for the development of Spill Prevention Control and Countermeasure (SPCC) Plans for Fort Bend County owned facilities, development of Storm Water Pollution Prevention Plans (SWP3s) for Fort Bend County owned construction projects and the Fort Bend County Storm Water Management Program Permit Implementation for Permit Year 4, hereinafter referred to as the "Project;" and

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

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

NOW, THEREFORE, County 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, B, & C, 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 Section 1.01 of this Agreement on or before September 30, 2011.

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, County shall pay to Contractor an amount not to exceed \$51,806.00, including reimbursable expenses, if any, as identified below:
 - A. Spill Prevention Control and Countermeasure (SPCC) Plans: \$19,800.00
 - B. Storm Water Pollution Prevention Plans (SWP3s): \$7,000.00
 - C. Storm Water Management Program Permit Implementation for Permit Year 4: \$25,006.00

- 2.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County 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 County of the services covered by such invoice. Reimbursable expenses shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit D, incorporated by reference herein as if set-forth verbatim.

SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the 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, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County 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 County 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 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 County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County 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 the County or the 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 the Contractor:

Carroll & Blackman Inc.
3120 Fannin Street
Beaumont, Texas 77701
Attn: Kim Carroll, P.E.

B. If to County notice must be sent to both the County Purchasing Agent and County Project Managers:

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

Scott Wieghat
Fort Bend County Road & Bridge
201 Payne Lane
Richmond, Texas 77469

Ronald D. Drachenberg, PE, RPLS
Assistant County Engineer
Fort Bend County
1124 Blume Road
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 County, and Contractor 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 \$51,806.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 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 County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$51,806.00.

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 County 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 County 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 County.
- 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 County, 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 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, reports, 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, reports, 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.
- 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 County.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 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 XI INDEMNIFICATION

- 11.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY 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 COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT 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.

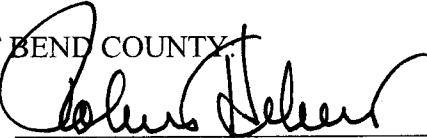
13.04 If there is a conflict between this Agreement and Exhibit A, B, C & D, the provisions of this Agreement shall prevail.

SECTION XIV EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY

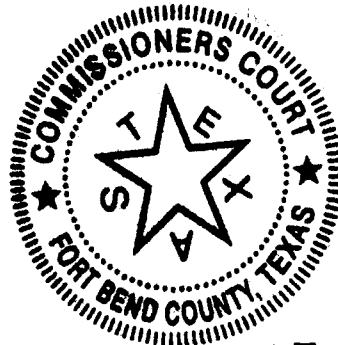
By:


Robert E. Hebert, County Judge

Date: March 1, 2011

ATTEST:


Dianne Wilson, County Clerk



CONTRACTOR: CARROLL & BLACKMAN, INC.


Signature

2-17-11
Date

Printed Name: Kim Carroll

Title: President

MER:Carroll & Blackman.PSA.FBC.3647

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$51,806.00 to accomplish and pay the obligation of the District under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Spill Prevention Control and Countermeasure (SPCC) Plans
Exhibit B: Storm Water Pollution Prevention Plan
Exhibit C: Storm Water Management Program Permit Year 4
Exhibit D: Contractor's Fees

Exhibit A

**Carroll &
Blackman,
Inc.**

Consulting Engineers & Surveyors

3120 Fannin Street Phone: 409-833-3363
Beaumont, TX 77701 Fax: 409-833-0317

February 3, 2011

Ron Drachenberg
Asst. County Engineer
1124 Blume Road
Rosenberg, Texas 77471

**Re: Proposal for Engineering Services
Spill Prevention Control and Countermeasure (SPCC) Plans**

To Whom It May Concern:

Submitted for your review is an outline of proposed services for the development of Spill Prevention Control and Countermeasure (SPCC) Plans for Fort Bend County owned facilities.

Scope of Work and Deliverables:

- Conduct site visit and discuss information needed with Fort Bend County representatives for the compilation of a SPCC Plan related to the storage, delivery and fueling activities of petroleum products for the applicable facilities;
- Develop Auto Cad schematic of facilities showing approximate locations of existing tanks, buildings, fences, and storm drainage direction and system layout;
- Develop and submit copies of draft SPCC Plans for the facilities based on current 40 CFR 112.7 regulations. Plan will be developed with input from Fort Bend County representatives on plan contents and spill prevention alternatives;
- Submit one bound copy of the final SPCC plan and one unbound copy for each facility to Fort Bend County representatives and provide overview of plans at the time of the submittal.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$2,200.00 per facility (9) for a total estimated cost of \$19,800.00**. These costs will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

Again we appreciate your consideration of our firm for this project. If this proposal meets with your approval please provide a signature and date below and return to our office.

Exhibit B

**Carroll &
Blackman,
Inc.**

Consulting Engineers & Surveyors

3120 Famin Street Phone: 409-833-3363
Beaumont, TX 77701 Fax: 409-833-0317

February 3, 2011

Ron Drachenberg
Asst. County Engineer
1124 Blume Road
Rosenberg, Texas 77471

**Re: Proposal for Engineering Services
Storm Water Pollution Prevention Plans (SWP3s)**

To Whom It May Concern:

Submitted for your review is an outline of proposed services for the development of Storm Water Pollution Prevention Plans (SWP3s) for Fort Bend County owned construction projects.

Scope of Work and Deliverables:

- Review site plans and discuss information needed with Fort Bend County representatives for the compilation of a SWP3 related to the prevention of storm water pollution for the applicable construction sites;
- Develop Auto Cad schematic of construction sites showing approximate locations of outfalls, structural controls, receiving streams, and disturbance area;
- Submit one bound copy of the final SWP3 and one unbound copy for each applicable construction project to Fort Bend County representatives and provide overview of plans at the time of the submittal.

Costs for this project will be billed on a time and materials basis with an estimated cost of \$7,000.00. These costs will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

Again we appreciate your consideration of our firm for this project. If this proposal meets with your approval please provide a signature and date below and return to our office.

Exhibit C

Fort Bend County Storm Water Management Program

Permit Implementation for Permit Year 4

Scope of Services

Task 1

I. Conduct public education and outreach media campaign.

- A. Develop and make available 2 types of educational materials on the impacts of illegal dumping and littering
- B. Develop 1 type of educational material to be distributed to local schools
- C. Develop updates for multi-jurisdiction storm water website
- D. Develop/provide 1 Public Service Announcement to be aired by local media.

Task 2

II. Public Involvement and Participation

- A. Participate in public meeting and assist with comments.

Task 3

III. Conduct dry weather screening of 25% of all outfalls included in the outfall inventory map. Conduct field inspection procedures/documentation and training programs for illicit discharge detection.

- A. Develop/Update outfall inventory map
- B. Field work – Dry weather screening (25% of outfalls)
- C. Provide assistance with enforcement of local illicit discharge regulations

Task 4

IV. Continue implementation of construction site runoff program.

- A. Training for plan review and inspection personnel
- B. Contractor training and outreach program
- C. Complete and assist with adoption of local construction regulations
- D. Conduct construction site inspections according to local regulations

Task 5

V. Assist in the implementation of the post construction site runoff program.

- A. Training for plan review and inspection personnel
- B. Conduct inspections of post construction control measures
- C. Provide assistance for local post construction regulations adoption and enforcement

Task 6

VI. Implement required BMPs for Good Housekeeping MCM.

- A. Conduct self-audits for permittee owned facilities with SPCC plans
- B. Conduct self-audits for permittee owned facilities with SWPPPs
- C. Employee training program

Task 7

VII. Year 4 Annual Report Development.

- A. Coordinate data collection efforts.
- B. Assemble draft annual report.
- C. Preparation and submission of final annual report.

*All services included in this scope of work will be invoiced on an hourly basis not to exceed \$25,006.00. Additional services if required will be completed under a separate authorization agreed upon by both parties.

Exhibit D

ENGINEERING FEES

2011

| | |
|--|-------------------|
| Principal-Registered Professional Engineer | \$175.00 per hour |
| Senior Project Engineer | \$160.00 per hour |
| Senior Electrical Engineer | \$173.00 per hour |
| Project Engineer and Registered Professional Land Surveyor | \$140.00 per hour |
| Computer Programming Specialist | \$160.00 per hour |
| GIS Specialist | \$123.00 per hour |
| Senior Environmental Scientist | \$160.00 per hour |
| Environmental Project Manager | \$130.00 per hour |
| Environmental Scientist | \$117.00 per hour |
| Environmental Technician | \$ 96.00 per hour |
| Engineer In Training (EIT) | |
| Level 1 | \$ 96.00 per hour |
| Level 2 | \$113.00 per hour |
| Technician VI (Project Manager, Sr. Designer, Real Property Spec.) | \$128.00 per hour |
| Technician V (Designer, Survey Coordinator) | \$106.00 per hour |
| Technician IV (Autographics Operator, Office Survey Technician) | \$ 91.00 per hour |
| Technician III (Jr. Autographics Operator, Field Survey Party Chief) | \$ 76.00 per hour |
| Technician II (Data Entry/Field Survey Technician) | \$ 65.00 per hour |
| Resident Project Representative | \$ 94.00 per hour |
| Secretary/Typist | \$ 57.00 per hour |

Reimbursable expenses such as outside reproduction services, courier service, photo processing, and sub-consultant services will be invoiced at cost plus 10%.

Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.

Invoices based on these rates or on any other contractual arrangements with Carroll & Blackman, Inc. are **NET 30 DAYS** unless specific arrangements/agreements are made. If payment is not received within 30 days, project work will proceed at our discretion. ***Finance charges will be assessed on overdue accounts at the rate of 2% per month compounded daily.***