

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
GASTON ROAD**

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

WITNESSETH

WHEREAS, County proposes to expand Gaston Road from Greenbusch Road to Katy Flewellen, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the "Project;" and,

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

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

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

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

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

- 1.01 Engineer shall render professional services to County as described in Attachment A, Engineer's proposal dated November 9, 2011, incorporated by reference as if set forth herein verbatim for all purposes, and as described in each executed Work Authorization, a sample of which is attached as Attachment B.
- 1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed

services provided under this Agreement. However, Engineer will promptly inform County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

- 1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project in accordance with the procedures set forth in Section XIV below, and further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

SECTION II THE ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$237,142.00, including all reimbursable expenses.
- 2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.
- 2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.04 Engineer shall submit invoices to County as detailed in Section 2.05 below 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 the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.05 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2012.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV TERMINATION

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

SECTION V INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written

- consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.
- 6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.
- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes.
- 7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

SECTION IX ENGINEER'S INSURANCE REQUIREMENTS

- 9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation

or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$1,000,000 general aggregate limit
 - \$325,000 each occurrence, combined single limit
 - \$325,000 aggregate Products, combined single limit
 - \$325,000 aggregate Personal Injury/Advertising Liability
 - \$50,000 Fire Legal Liability
 - \$5,000 Premises Medical
- C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- D. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION X INDEMNIFICATION

10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.

10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the

- schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.
- 10.03 County shall timely forward to ENGINEER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.
- 10.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.
- 10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.
- 10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.
- 10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.
- 10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION XI
DISPUTE RESOLUTION

- 11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.
- 11.02 In the event County or Engineer desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XII
NOTICE

- 12.01 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 County or Engineer at the addresses set forth below.
- 12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
 - A. If to Engineer:

Cobb Fendley & Associates, Inc.
Attn: Dale Conger, PE
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

- B. If to County notice must be sent to the County Project Manager and County:

Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

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

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

SECTION XIII
REPORTS OF ACCIDENTS

- 13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

SECTION XIV
WORK AUTHORIZATIONS

- 14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.
- 14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-

- to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.
- 14.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment B. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.
- 14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, using the form attached hereto at Attachment B.
- 14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.
- 14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.
- 14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

- 14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION XV LIMITATIONS

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

SECTION XVI LIMIT OF APPROPRIATION

- 16.01 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 \$237,142.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 16.02 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 \$237,142.00 for described scope of services in all executed Work Authorizations.

SECTION XVII SUCCESSORS AND ASSIGNS

- 17.01 County and Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVIII PUBLIC CONTACT

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

SECTION XIX
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 XX
MISCELLANEOUS

- 20.01 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.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices 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; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 20.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance if this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XXI
APPENDICES

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

- | | |
|--------------|---------------------------|
| Attachment A | Basis of Fee Calculation |
| Attachment B | Sample Work Authorization |

SECTION XXII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

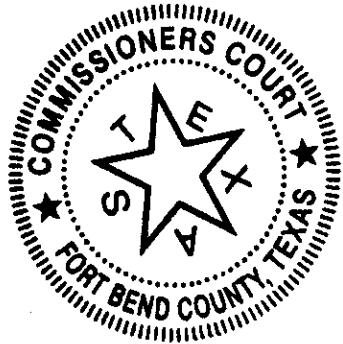
Robert E. Hebert
Robert E. Hebert, County Judge

12-7-11
Date
COURT DATE 11-22-11

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier
D. Jesse Hegemier, Fort Bend County Engineer



ENGINEER: ~~COBB FENDLEY & ASSOCIATES, INC.~~

Allen D. Watson
Signature

12/7/11
Date

Printed Name: Allen D. Watson

Title: President

Attest: *Monica Silver - V.P.*

MER:Engineering Services Agreement.Cobb Fendley.Gaston Road.3791-732

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$237,142.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A



Mr. D. Jesse Hegemier, P.E.
County Engineer
Fort Bend County Engineering Department
1124-52 Blume Road
Rosenberg, TX 77471

Re: Gaston Road from Greenbusch Road to Katy Flewellen
Proposal for Preliminary Engineering Report (PER)

Dear Mr. Hegemier:

We appreciate the County's selection of CobbFendley as engineer for this project. We have prepared a fee proposal for the effort required to produce a preliminary engineering report, schematic, and construction cost estimate according to your requirements. Our estimated level of effort required and the fee calculations are attached.

The project consists of reconstruction of 9,000 LF of an existing 2-lane rural roadway with open ditches into a 4-lane curb and gutter boulevard section within a proposed 100-ft right of way (ROW). The project limits extend from approximately 400 LF north of the existing Greenbusch Road intersection to Katy Flewellen including the layout of the proposed Gaston Road and Katy Flewellen intersection located at the north end of the project. The PER will be complemented with a drainage study performed to analyze and address any/all impacts to the downstream reaches of Willow Fork Bayou as a result of proposed roadway expansion. The field survey will include the existing topographical surface features, roadway cross sections taken at 200-ft intervals, and determination of the available roadway ROW envelope based on existing property corners and monumentation. The proposed roadway alignment will be designed based on the available field located corners. ROW mapping, abstract survey records, and preparation of the individual parcel descriptions for property acquisition purposes are excluded in this work authorization; however, based on the available field information at the time of the field survey, CobbFendley can identify the number of parcels required for the proposed Gaston Road corridor. Upon determination of required parcels and with the County's prior authorization for ROW services, CobbFendley will then perform the ROW survey, ROW mapping, and generate individual meets & bound sketches for further property acquisition. There are no Geotechnical investigations, environmental, and traffic engineering studies included in this work scope.

We look forward to working with you on this project.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mahmood Salehi".

Mahmood Salehi, PE
Senior Project Manager

Cc: Dale Conger, PE
Attachment

13430 Northwest Frwy., Suite 1100 | Houston, Texas 77040-6131 | Voice (713) 462-3242 | Fax (713) 462-3262 | www.cobfen.com

Gaston Road
Gaston Road from Katy Flewells to Greenbusch Road
Preliminary Engineering Report

1	Study Report (PER)		
	Study Report, PER document	\$	125,000.00
	Exhibits	\$	-
	Site Triangles	\$	-
	Schematics	\$	7,500.00
	Cost Estimates	\$	-
	Level B SUE (verify H&V on PL, Com., Fiber & Elec.)	\$	-
	Utility Contact List		
	Major Utility Table	\$	-
	Meetings/Coordination	\$	2,500.00
	ROW Acquisition Table	\$	2,500.00
	Total Basic Services		\$ 137,500.00
A	Survey		
A1	Existing ROW Maps and Topography	\$	64,642.00
A2	Proposed ROW	\$	-
A3	Survey Coordination	\$	-
			\$ 64,642.00
B	Geotechnical Report		
B1	Roadway	\$	-
B2	Bridge	\$	-
B3	Detention Pond	\$	-
B4	Geotechnical Coordination	\$	-
			\$ -
C	Environmental		
C1	Environmental Site Assessment	\$	-
C2	Wetlands Determination & Delineation	\$	-
C3	Nation Wide Permit	\$	-
C4	Individual Permit	\$	-
C5	Cultural Recourses	\$	-
C6	Pedestrian Survey	\$	-
C7	Threatened & Endangered Species	\$	-
C8	Environmental Coordination	\$	-
			\$ -
D	Drainage		
D1	Drainage Report	\$	35,000.00
D2	CLOMR	\$	-
D3	Drainage Coordination	\$	-
			\$ 35,000.00
E	Traffic		
E1	Katy Flewells Warrant	\$	-
E2	Greenbusch Warrant	\$	-
E3	Traffic Signal Design	\$	-
E4	Traffic Coordination	\$	-
			\$ -
F	Changes to Drawings	\$	-
			\$ -
	Total Additional Services		\$ 99,642.00
	Total Services		\$ 237,142.00

Total Fee Summary
2007 Fort Bend County Mobility Program
Gaston Road from Greenbusch Road to Katy Flewellen
Fort Bend County Project No.

Sponsor: Fort Bend County

Description: Reconstruct 9,000 LF of exist 2-lane rural to 4-lane curb & gutter with storm sewer

Date: 11/9/2011

Cobb Fendley Labor=	\$135,001
Cobb Fendley Expenses=	<u>\$2,499</u>
Total Basic Services=	\$137,500

Additional Services	
Survey Topo & Exist. ROW =	\$64,642
Drainage Study (H&H)=	\$35,000
Total Additional Services=	\$99,642

Project Total Fee=	\$237,142
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2007 Fort Bend County Mobility Program

Fort Bend County Project No.

Sponsor: Fort Bend County

Gaston Road from Greenbush Road to Katy Reservoir

Consultant: Cobb, Fendley & Associates, Inc.

Task	Manhour Estimate											Total Hours	Duration (Days)			
	Principal	Project Manager	Senior Engineer	Project Engineer II	Project Engineer I	Designer	CAO Operator	#REP:	#REP:	#REP:	Utility Specialist			Clerical		
Preliminary Engineering Report																
Project kick-off meeting	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8	1
Attend status meetings	0	8	8	8	0	0	0	0	0	0	0	0	0	0	24	6
Prepare invoice (monthly)	0	4	0	0	0	0	0	0	0	0	0	0	0	4	8	6
Update project status	0	8	8	0	0	0	0	0	0	0	0	0	0	0	16	4
Project coordination	4	8	4	4	4	0	0	0	0	0	0	0	0	0	24	4
Data collection	0	4	2	4	4	0	0	0	0	0	0	0	0	0	14	7
Conduct field visits	0	4	4	4	4	0	0	0	0	0	0	0	0	0	16	2
Typical sections/Cross Sections	0	4	2	4	0	4	9	0	0	0	0	0	0	0	23	2
Horiz/Vert alignments	2	32	12	16	16	16	16	0	0	0	0	0	0	0	110	6
Alternatives analysis	2	4	2	0	2	8	8	0	0	0	0	0	0	0	26	4
Creating Exhibits, Figures & Charts	2	16	8	16	16	16	24	0	0	0	0	0	0	0	98	21
Preliminary/Conceptual Construction sequencing/TCP	0	4	4	4	16	8	4	0	0	0	0	0	0	0	40	4
Utility coordination	2	24	0	40	40	0	16	0	0	0	4	0	0	0	126	21
Sub Surface Engineering (6 test holes)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Right-of-Way requirements	0	8	8	8	16	0	0	0	0	0	0	0	0	0	40	2
Construction cost estimate	0	4	4	16	16	0	0	0	0	0	0	0	0	0	40	2
Preparation of Schematics	2	16	12	6	16	16	16	0	0	0	0	0	0	0	84	2
Prepare draft PER	2	32	24	16	16	8	16	0	0	0	0	0	0	40	154	14
Prepare final PER	2	16	8	12	8	0	0	0	0	0	0	0	0	12	58	14
QA/QC	4	0	4	0	0	0	0	0	0	0	0	0	0	0	8	7
Topographical Survey (See attached Surveying level of effort)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
Drainage studies (See attached Drainage level of effort)	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30
Total Hours	28	200	118	158	174	36	109	0	0	0	4	54	917	180		

2007 Fort Bend County Mobility Program

Fort Bend County Project No.

Sponsor: Fort Bend County

Gaston Road from Greenbusch Road to Katy Flewellen

Consultant: Cobb, Fendley & Associates, Inc.

Expense Estimate						
Task	Deliveries	Miles	Mileage (\$0.56 per mile)	Reproduction	Review Fees (TDLR)	Total Cost
Project Management						
Project kick-off meeting (1)	\$0	150	\$84	\$0	\$0	\$84
Attend status meetings (4)	\$0	500	\$280	\$0	\$0	\$280
Prepare invoice (monthly) (6)	\$300		\$0	\$0	\$0	\$300
Update project status (5)	\$0		\$0	\$0	\$0	\$0
Project coordination (project staff & subs)	\$0		\$0	\$0	\$0	\$0
Preliminary Engineering Report						
Data collection	\$0	250	\$140	\$0	\$0	\$140
Conduct field visits	\$0	150	\$84	\$0	\$0	\$84
Typical sections	\$0		\$0	\$0	\$0	\$0
Horz/Vert alignments	\$0		\$0	\$0	\$0	\$0
Alternatives analysis	\$0		\$0	\$0	\$0	\$0
Traffic studies	\$0		\$0	\$0	\$0	\$0
Drainage studies	\$0		\$0	\$0	\$0	\$0
Construction sequencing/TCP	\$0		\$0	\$0	\$0	\$0
Utility coordination	\$0	250	\$140	\$0	\$0	\$140
Right-of-Way requirements	\$0		\$0	\$0	\$0	\$0
Construction cost estimate	\$0		\$0	\$0	\$0	\$0
Interagency coordination	\$0		\$0	\$0	\$0	\$0
Prepare draft PER	\$0		\$0	\$971	\$0	\$971
Prepare final PER	\$0		\$0	\$500	\$0	\$500
QA/QC	\$0		\$0	\$0	\$0	\$0
Total Cost	\$300		\$728	\$1,471	\$0	\$2,499

EXHIBIT A

Gaston Road from Greenbusch Road to Katy Flew-Ellen, Fort Bend County, Texas

Drainage Study

PROPOSED BUDGET

November 9, 2011

TASK DESCRIPTIONS	Labor (Hours)						TOTAL FEE
	TOTAL	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	CLERICAL	
	Maximum	Rate (\$/hr)	\$225	\$155	\$190	\$100	
Task 1	Project Coordination						
	Collection, Review and Analysis of Existing Plans, H&M Data, Maps and Reports						12
	Attending Meetings/Coordinate with FBCDD						4
	Meetings/Coordination with consultants working on adjacent projects (KISD & KG Tie In)						4
Task 2	Existing Condition Analysis*						
	Analyze LIDAR Data to determine existing condition overhead sheet flow patterns						10
	Determine Existing Condition drainage areas and create drainage area map						26
	Perform existing condition hydrologic calculations						12
Task 3	Proposed Condition Analysis						
	Determine Proposed Condition drainage areas (inlet level - 10' prop ROW) and create drainage area map						6
	Perform proposed condition hydrologic calculations						11
	Perform comparison between existing and proposed condition hydrology to determine mitigation storage volume required due to increase in imperviousness						12
	Perform curfil calculations to determine required amount of compensatory floodplain fill						2
	Determine/locate potential areas for detention facilities (if necessary)						7
	Design storm sewer system to convey design storm using static calculations						48
	Design inlets to convey design storm						10
Task 4	Conveyance/Impact Analysis (This Task is EXCLUDED in this proposal but will be performed upon request with Authorized Compensation)						
	Create proposed condition HEC-RAS model to perform conveyance analysis to determine impacts of increased flows (if any) to Willow Forks as well as effects of proposed bridge						0
	Compare proposed condition HEC-RAS model to revised existing condition model (from previous study) to ensure no impacts						0
	Mitigate impacts (if necessary)						0
Task 5	Deliverables						
	Prepare drainage study report						60
	Prepare drainage cost estimate						5
	Prepare maps and exhibits for report						21
	QA/QC SUBMITTAL						8
	ADDRESS ANY/ALL REVIEW COMMENTS						22
HOURS		11	23	52	186	8	280
SUBTOTAL		\$2,475	\$3,563	\$9,800	\$18,000	\$480	\$35,000
TOTAL							\$35,000

*Note: Since proposed condition flows will go unrestricted to WF, no comparison to existing condition hydraulic grade line will be calculated thus no existing condition hydraulic calculations are required

... (Small text, likely a reference or version number)

Cobb, Fendley & Associates, Inc.
 Level of Effort for Surveying Services
 Fort Bend County
 Katy-Gaston Road

22-Sep-11
 Rev 11-3-2011

Project Totals		
Project Length (LF)	9,200	\$6.99 Cost/LF

Work Order No. 1 Level of Effort	Task	Subtask	Surveying Services	Staff Types									Total Hours	Total Labor Cost		
				Principal	Proj Mgr (RPLS)	RPLS	Survey Tech	GPS Tech	CAD Operator	Abstractor	3-Man Field Crew	2-Man Field Crew			Clerical	
				Raw Salary Multiplier												
				Billing Rate	\$235.00	\$165.00	\$123.00	\$85.00	\$92.00	\$95.00	\$75.00	\$138.00	\$120.00	\$60.00		
1			Research - tax records, utilities, roads													
	a		Property owners deeds, names & addresses		1	4	10				24			39	\$3,397.00	
	b		Streets, roads, highway instruments		1.5						12			13.5	\$1,132.50	
	c		Utility research, One Call notification		1		10							11	\$1,105.00	
2			Right of Entry													
	a		Create spreadsheet of property owners											0	\$0.00	
	b		Create letters for entry and approval											0	\$0.00	
	c		Create map indicating response											0	\$0.00	
3			Control Network													
	a		Recover primary control est by others		1	1.5	3					7		12.5	\$1,500.00	
	b		Set secondary project control, as needed		1	3	6	6				20		30	\$4,408.00	
4			Brush Clearing Outside ROW											0	\$0.00	
6			Right of way determination													
	a		Recover property corners and ROW markers		1	1	3					20		25	\$3,323.00	
	b		Calculate existing ROW along Gaston Road intersecting roadways		2	6	16							24	\$2,568.00	
6			Topographic Survey													
	a		Roadway, ROW to ROW (200' X-sections)		4	5	18					100		127	\$16,745.00	
	b		Channel Sections (200' X-sections)		1	1	3					12		17	\$2,219.00	
	c		Utilities		1	1.5	3					16		21.5	\$2,832.50	
	d		Intersecting roadways, 200' from CL Greenbusch		1	1.5	5					22		28.5	\$3,850.50	
	e		Improvements, signs, driveways, sidewalks, etc.		1	1.5	5					22		28.5	\$3,850.50	
7			Deliverables													
	a		Control index and layout sheet		3	3	5			20				31	\$3,209.00	
	b		Topographic survey drawing (2d,3d,profile)		6	6	11			120				143	\$14,113.00	
			Topographic Survey		0	26.5	35	98	6	140	38	219	0	0	559.5	\$64,341.98
9			Expenses													
			Reproduction											\$1.20 per page	250	\$300.00
			Project Totals													\$64,641.50

ATTACHMENT B

ATTACHMENT B-1

WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and Gunda Corporation, LLC (the Engineer), on the __ day of _____.

PART I. The Engineer will perform engineering services generally described as _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, and B, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$ _____. This amount is based upon fees set forth in Attachment A-1, Scope of Work and Basic Fee Calculations for Traffic Signal Design, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

ATTACHMENT B-2
SUPPLEMENTAL WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and Gunda Corporation, LLC (the Engineer).

The following terms and conditions of Work Authorization No. _____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. _____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)