

STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:
§

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered by and between the Fort Bend County Drainage District, a public body corporate and politic of the State of Texas acting by and through its Board of Directors (hereinafter referred to as "District") and R.G. Miller Engineers, Inc., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, District desires that Contractor provide services required by District under Texas Water Development Board Contract No. 1148321286 for the Phase 2 Flood Protection Planning Study, hereinafter referred to as the "Project;" and

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

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

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

SECTION I
CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall provide the services described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor shall provide to District all services required of District under Texas Water Development Board Contract No. 11148321286, incorporated by reference as if set forth herein verbatim for all purposes.
- 1.03 Contractor shall conduct at least three (3) public hearings as required under Texas Water Development Board Contract No. 11148321286.
- 1.04 Contractor shall provide quarterly progress reports to District.
- 1.05 Contractor agrees to complete the services called for in this Agreement on or before July 31, 2013.

SECTION II
CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VI, District shall pay to the Contractor an amount not to exceed \$84,000.00.
- 2.02 Contractor shall submit invoices to District and District shall pay each invoice within thirty (30) days after the District Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the District of the services covered by such invoice.

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

- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.

SECTION III TERMINATION

- 3.01 District may terminate this Agreement at any time by providing thirty (30) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, the 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 District shall then pay the 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 the District when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV LIABILITY INSURANCE

- 4.01 During the period of this Agreement, Contractor shall maintain, at its expense, insurance with limits no less than those prescribed below with a carrier having a rating with A.M. Best & Co of A-VII or better:
- A. General Liability (including Contractual Liability):
 - Bodily Injury and Property Damage \$1,000,000.00
 - Aggregate \$2,000,000.00
 - B. Automobile Liability:
 - Bodily Injury and Property Damage \$1,000,000.00
 - Limit per Occurrence
 - C. Worker's Compensations Statutory + Limit Employer's Liability \$1,000,000.00
 - D. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 4.02 With respect to the required insurances listed in Section 4.01, Contractor shall, if allowed by law and the insurance carrier:
- A. Name District as additional insured as their interests may appear, with the exception of worker's compensation insurance and professional liability insurance;

- B. Provide District a waiver of subrogation regarding Contractor's worker's compensation insurance;
 - C. Provide District with a thirty (30) day advance written notice of cancellation or material change to said insurance; and,
 - D. Provide District with Certificates of Insurance evidencing required coverages upon acceptance of this Agreement by Commissioners Court.
- 4.03 The policies specified in Section 4.01(A-C) shall name District as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in District's favor.
- 4.04 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- 4.04 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by District.
- 4.05 Approval of the insurance by District shall not relieve or decrease the liability of the Contractor.

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 District 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: R.G. Miller Engineers, Inc.
12121 Wickchester Lane, Suite 200
Houston, Texas 77079
Telephone No. 713-461-9600
Fax No. 713-461-8455

B. If to District notice must be sent to both the District Purchasing Agent and District Project Manager: Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

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

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

SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by District, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that District shall have available the total maximum sum of \$84,000.00, specifically allocated to fully discharge any and all liabilities which may be incurred by District.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that District shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$84,000.00.

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 District and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 7.02 Neither District nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII PUBLIC CONTACT

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

SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X
OWNERSHIP OF DOCUMENTS

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

SECTION XI
INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS DISTRICT FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, 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 THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 11.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON DISTRICT AS THE RESULT OF SUCH 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 any Exhibit, the provisions of this Agreement shall prevail.

EXECUTION PAGE TO FOLLOW

SECTION XIV
EXECUTION

This Agreement shall become effective upon execution by District.

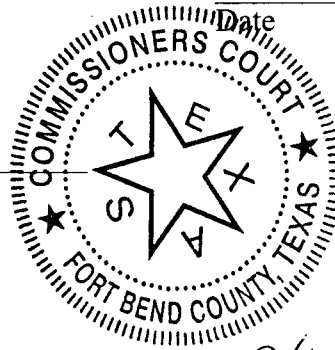
FORT BEND COUNTY DRAINAGE DISTRICT:

Robert E. Hebert
Robert E. Hebert, County Judge

9-11-2012

Attest:

Dianne Wilson
Dianne Wilson, County Clerk



APPROVED:

By: *Mark Vogler*
Mark Vogler, Chief Engineer

9/10/2012
Date

CONTRACTOR: R.G. Miller Engineers, Inc.

Jack P. Miller
Jack P. Miller, P.E., President

9/5/12
Date

MER:RG Miller.Gapps Slough Study.3253.Phase 2

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$84,000.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

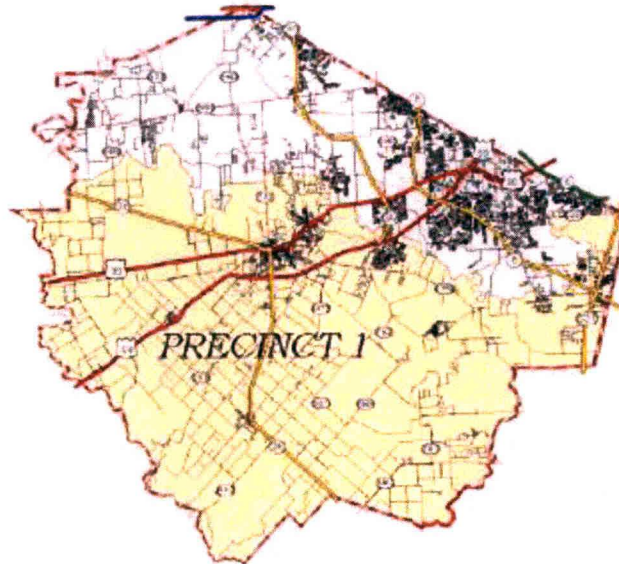
Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Contractor's Project Scope, Budget, and Schedule Proposal for Phase 2 of a Flood Protection Planning Study

EXHIBIT A

**PROJECT SCOPE, BUDGET, AND
SCHEDULE PROPOSAL FOR PHASE 2
OF A FLOOD PROTECTION
PLANNING STUDY**

Flood Protection Study for the Gapps Bayou Watershed
Commissioner Precinct 1, Fort Bend County, Texas



Prepared by



August 2012



INTRODUCTION

This document presents a proposal for Phase 2 of a study of the Gapps Bayou in Fort Bend County, Texas. The scope of work for the study represents a portion of the overall scope originally proposed in connection with a flood protection planning grant application submitted to the Texas Water Development Board in January 2012 for the Gapps Bayou watershed. This is the second portion of the Gapps Bayou study, which involves an analysis of proposed conditions within that watershed.

PROPOSED PLANNING AREA

The proposed planning area involves the Gapps Bayou (aka Gapps Slough) watershed, which covers a total area of approximately 5,212 acres (8.1 square miles). Most of the watershed lies within unincorporated areas of Fort Bend County, Texas, although a small portion lies within the incorporated boundary of the City of Rosenberg, Texas. The watershed is partially developed. Subdivisions located within the Gapps Bayou watershed include Summer Lakes, Summer Creek, Bridlewood Estates, Royal Lakes Estates, Rivers Mist, and River Run at the Brazos. Figure 1 illustrates the existing condition of the watershed.

Recent changes in 1% annual chance flood elevations along the Brazos River and the development of modeling data for the Gapps Bayou watershed indicate that existing developments will likely be affected by flooding during extreme events. The selection of this particular watershed for study was supported by representatives of the Fort Bend County Drainage District and Fort Bend County Precinct 1.



Figure 1: Existing 1% Floodplain in the Gapps Bayou Watershed

Flood Protection Planning Study Budget Proposal
Flood Protection Study for the Gapps Bayou Watershed
Commissioner Precinct 1, Fort Bend County, Texas



Figure 2 illustrates the boundaries of the various residential subdivisions located within the watershed. Those subdivisions include Summer Lakes, Summer Creek, Bridlewood Estates, Royal Lakes Estates, Royal Lakes Manor, Bonbrook Plantation, Rivers Mist, and River Run at the Brazos. George Ranch High School and Antoinette Reading Junior High School (Lamar Consolidated Independent School District) are also located within the Gapps Bayou watershed.



Figure 2: Subdivisions within the Gapps Bayou Planning Area

A recent hydraulic model prepared by R.G. Miller Engineers, Inc. indicates that 1% annual chance flood levels will reach an elevation of approximately 78.0 feet upstream of FM 762. At that elevation, a significant portion of the Bridlewood subdivision will be flooded. The approximate extent of flooding is indicated on Figure 1. Potential overflows to the Dry Creek watershed are possible at the predicted 1% annual chance flood level.

Approximately 78 existing structures in the Rabbs Bayou and Gapps Bayou watershed are at risk of flooding during a 1% annual chance event. The estimated number of people affected by flooding in the approximate flood zones indicated on Figure 1 is 232. The estimated value of the homes potentially affected by flooding is \$13,150,800.

The existing conditions study was completed on August 1, 2012, and it provided current floodplain and floodway elevation data as well as floodplain mapping information for the Gapps Bayou watershed. This information will allow local officials to regulate development in such a way as to minimize the potential for flood damages. The proposed flood protection plan will provide data from the mouth of the stream to a point at which the watershed area is less than 1.0 square mile. The proposed flood protection planning study will involve the following elements.



- Hydrologic modeling of the candidate watershed using the Hydrologic Modeling System software developed by the Hydrologic Engineering Center of the U.S. Army Corps of Engineers (HEC-HMS).
- Hydraulic modeling of the stream using the River Analysis System software developed by the Hydrologic Engineering Center of the U.S. Army Corps of Engineers (HEC-RAS).
- Preparation of a complete, detailed study report for the watershed to fully summarize the data, methods, and assumptions used in the study and the results obtained.
- A regional drainage plan for the watershed with recommended improvements and phasing plans.
- Preparation of a complete, detailed study of the benefit-cost analysis of proposed flood protection alternatives

PROPOSED SCOPE OF WORK

The following scope of work describes the major tasks that will be undertaken and completed in connection with Phase 2 of the proposed flood protection planning study.

1. **Identify Flood Protection Alternatives:** Identify potential flood protection strategies and alternatives for the study watershed, including both structural and non-structural measures.
2. **Complete Environmental Evaluation:** Complete an environmental evaluation of the study watershed, identifying sensitive areas that should be avoided or for which mitigation may be required if disturbed.
3. **Evaluate Flood Protection Alternatives:** Evaluate and prioritize potential flood protection alternatives in relative order of anticipated cost-effectiveness.
4. **Develop Draft Flood Protection Plan:** Develop a preliminary flood protection plan that incorporates the most cost-effective alternatives for the study watershed.
5. **Develop Post-Project Hydrologic Model:** Prepare a post-project hydrologic model for the watershed to reflect the implementation of selected flood protection alternatives. Compute post-project conditions flow rates.
6. **Develop Post-Project Hydraulic Model:** Prepare a post-project hydrologic model for the watershed to reflect the implementation of selected flood protection alternatives. Compute post-project conditions flood levels.
7. **Adjust Flood Protection Plan As Needed:** Adjust the flood protection plan as needed, making necessary changes to post-project conditions hydrologic and hydraulic models. Compute final post-project conditions flood flow rates, flood elevations, and floodway data.
8. **Prepare Conceptual Phasing Plan:** Prepare a conceptual phasing plan for the watershed to allow flood protection measures to be implemented in a fiscally responsible manner.



9. **Analyze Phasing Plan:** Create interim conditions hydrologic and hydraulic models that represent significant milestones in the phasing plan for the watershed. Adjust phasing plans as needed to maximize performance and anticipated cost-effectiveness.
10. **Prepare Cost Estimates & B/C Ratios:** Develop preliminary cost estimates for the watershed to include both interim and fully-implemented flood protection plans. Analyze the potential annual benefits and costs associated with the proposed plans.
11. **Prepare Flood Protection Report:** Prepare a report that describes proposed flood protection measures, phasing plans, and post -project drainage conditions within the subject watershed.
12. **Present Results to Cities, County, FBCDD:** Present the results of the studies to representatives of participating cities, the Fort Bend County Drainage District, and Fort Bend County.
13. **Attend Meetings:** Attend regular monthly meetings with study stakeholders, in addition to public meetings held in an effort to gather information or to educate the public with regard to the purposes of the planning effort and the results obtained.

PROPOSED PLANNING BUDGET

The total proposed planning cost for the Gapps Bayou watershed is \$84,000. That figure includes study costs, environmental study costs, and miscellaneous expenses. Partial funding for this study is provided by the Texas Water Development Board in connection with a grant application filed in January 2012 for the Gapps Bayou and Rabbs Bayou watersheds in Fort Bend County. Fort Bend County will provide its share of the study cost from its normal operating funds. The Texas Water Development Board will provide 50% of the funding for the Gapps Bayou Flood Protection Plan (\$42,000 for this phase).

Following is a breakdown of proposed study costs for the Gapps Bayou watershed. Note that these costs do not include budget for environmental services. A separate proposal from Crouch Environmental Services for the Gapps Bayou watershed and the Rabbs Bayou watershed (not included in this request) is attached. The total proposed charges for services provided by this sub-contractor for the Gapps Bayou watershed are \$14,000. Adding these proposed costs yields a total study budget of \$84,000. It should be noted that all expenses incurred are included in the total study budget.

Flood Protection Planning Study Budget Proposal
 Flood Protection Study for the Gapps Bayou Watershed
 Commissioner Precinct 1, Fort Bend County, Texas



BUDGET BREAKDOWN FOR PROPOSED GAPPS BAYOU FLOOD PROTECTION STUDY						
Task No.	Task Description	Sr. Project Manager	CAD/GIS Specialist	Project Engineer	Associate Engineer	Admin. Staff
1	Identify Flood Protection Alternative	6		12	12	
2	Complete Environmental Evaluation	Crouch Environmental				
3	Evaluate Flood Protection Alternative	12	16	40	16	
4	Develop Draft Flood Protection Plan	8	12	16	12	
5	Develop Post Project Hydrologic Model	4	8	16	8	
6	Develop Post-Project Hydraulic Model	4	8	16	24	
7	Adjust Flood Protection Plan As Needed	8	12	24	12	
8	Prepare Conceptual Phasing Plan	4	8	16	8	
9	Analyze Phasing Plan	4	8	16	12	
10	Prepare Cost Estimates & B/C Ratios	8	8	16	12	
11	Prepare Flood Protection Report	8	12	16	8	8
12	Present Results to Stakeholders	8	2	12	8	8
13	Attend Meetings	32		24	24	8
Sub-Totals		106	94	224	156	24
Hourly Rate		\$165	\$115	\$120	\$85	\$65
Budget for Individual Personnel		\$17,490	\$10,810	\$26,880	\$13,260	\$1,560
TOTAL RGME BUDGET REQUIREMENT						\$70,000

Following is a breakdown of the budget established for each of the tasks included in the scope of work. These budget numbers are totaled by task. The value of environment evaluation work to be completed by the Crouch Environmental is included in this breakdown of the total study budget requirement.

BUDGET ESTIMATE BY TASK		
Task No.	Task Description	Task Budget Gapps Bayou
1	Identify Flood Protection Alternatives	\$ 3,450
2	Complete Environmental Evaluation	\$ 14,000
3	Evaluate Flood Protection Alternatives	\$ 9,980
4	Develop Flood Protection Plan & Modeling Data	\$ 15,360
5	Adjust Flood Protection Plan & Modeling Data As Needed	\$ 6,600
6	Prepare & Analyze Phasing Plan	\$ 8,700
7	Prepare Cost Estimate & B/C Ratios	\$ 5,180
8	Prepare Flood Protection Report	\$ 5,820
9	Present Results & Attend Meetings	\$ 14,910
Overall Total		\$ 84,000

Flood Protection Planning Study Budget Proposal
 Flood Protection Study for the Gapps Bayou Watershed
 Commissioner Precinct 1, Fort Bend County, Texas



PROJECT SCHEDULE

The total proposed contract execution time is 9 months, as indicated in the following preliminary schedule.

PROJECT SCHEDULE										
FORT BEND COUNTY PRECINCT ONE										
GAPPS BAYOU WATERSHED										
FLOOD PROTECTION PLANNING GRANT APPLICATION										
TASK COMPLETION MILESTONES FOR GIVEN MONTH FROM										
PROJECT INITIATION										
Task No.	Task Description	Months								
		1	2	3	4	5	6	7	8	9
PROJECT MANAGEMENT & COORDINATION										
	Overall Project Direction & Management									
	Public Hearings									
	Prepare Reports, Invoices, Etc.									
ACTUAL PROJECT TASKS										
1	Identify Flood Protection Alternative									
2	Complete Environmental Evaluation									
3	Evaluate Flood Protection Alternative									
4	Develop Draft Flood Protection Plan									
5	Develop Post Project Hydrologic Model									
6	Develop Post-Project Hydraulic Model									
7	Adjust Flood Protection Plan As Needed									
8	Prepare Conceptual Phasing Plan									
9	Analyze Phasing Plan									
10	Prepare Cost Estimates & B/C Ratios									
11	Prepare Flood Protection Report									
12	Present Results to Cities, County, FBCDD									
13	Attend Meetings									



PROJECT PERSONNEL & ORGANIZATIONAL CHART

The following personnel will be involved in the proposed study. The organizational chart illustrates the general relationships between the various agencies, companies, and individuals proposed to be involved in the project.

- Jung P. Jang, P.E., CFM – Project Manager
- Fred Bauhof, P.E. – Technical Advisor
- Jeremy Blevins, P.E., CFM – Project Engineer
- Dana Neuneker, E.I.T. – Associate Engineer
- Jared Kowis, E.I.T. – Associate Engineer
- David Mouton – GIS/CAD Specialist

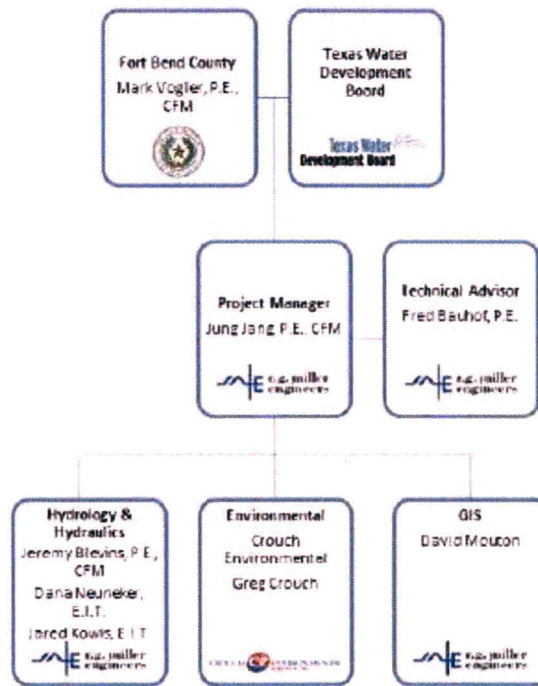


Figure 3: Organizational Chart