

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
TRAMMEL FRESNO 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 BURK-KLEINPETER, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County proposes to improve Trammel Fresno Road by widening the road from two lanes to four lanes from the intersection of Vicksburg Blvd. to the intersection of Hurricane Lane, located in Fort Bend County, Texas, 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, 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, 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, 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 \$295,656.00, including all reimbursable expenses.
- 2.02 Engineer's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County.
- 2.03 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.
- 2.04 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.05 Engineer shall submit invoices to County as detailed in Section 2.06 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.
- 2.06 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 30, 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. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 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 on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

- 9.04 If required coverage is written on a claims-made basis, Engineer 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.
- 9.05 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 Fort Bend County.
- 9.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

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: Burk-Kleinpeter, Inc.
6420 Richmond Avenue
Houston, Texas 77057
Attn: Ken Stanley, P.E.
- B. If to County notice must be sent to the County Project Manager:

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

- 12.04 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, attached hereto as Attachment B-2. 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, a sample of which is attached as Attachment B-2.
- 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 \$295,656.00, 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 \$295,656.00 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 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; 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 of 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.

20.07 If there is a conflict between this Agreement and the provisions of Attachment A & B, the provisions of this Agreement shall prevail.

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/Scope of Work
Attachment B-1	Sample Work Authorization
Attachment B-2	Supplemental Work Authorization

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SECTION XXII
EXECUTION

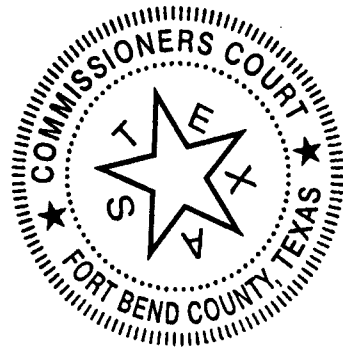
This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

2-7-2012
Date

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER

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

ENGINEER: BURK-KLEINPETER, INC.

Michael G. Jackson
Signature

JAN 24, 2012
Date

Printed Name: MICHAEL G. JACKSON

Title: EXECUTIVE VICE PRESIDENT

Attest: *Kim Henry*

MER:Burke Kleinpeter.Trammel Fresno Agr.

AUDITOR'S CERTIFICATE

RE
295,656.00

I hereby certify that funds are available in the amount of ~~\$295,565.00~~ to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
6420 RICHMOND AVENUE, SUITE 675, HOUSTON, TX 77057
TELEPHONE (713) 892-5901 FAX (713) 892-5908
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, .

DIRECTOR
KEN STANLEY, PE



OVER 100 YEARS OF SERVICE

January 17, 2012

D. Jesse Hegemier, PE
Fort Bend County Engineer
1124 Blume Road
Rosenberg, Texas 77471

RE: Trammel Fresno Extension
Vicksburg Blvd. to Hurricane Lane
Missouri City, Tx.

Dear Mr. Hegemier,

This letter along with the attachments represents our proposal to provide the professional services required for the design of this project. Attachment A is our proposed scope of work for this project along with Attachment B, our fee proposal. The scope has been prepared based on our meeting with Missouri City officials and with the understanding that this project will be administered and let for construction by TxDOT. As such, the scope follows what I believe to be the requirements that TxDOT will have for this project.

In general our services include the design and environmental document preparation for the widening of Trammel Fresno Road from two lanes to four lanes from the intersection of Vicksburg Blvd. to the intersection of Hurricane Lane. The existing bridge over the Ft. Bend Parkway and the pavement east of the Parkway will not be widened but the existing signing and striping will be modified to match the new roadway configuration.

At the County's request we have included Terra Associates, Inc. to provide surveying, traffic control plans during construction, permanent signing and pavement markings, and storm water pollution prevention plans. Paradigm Consultants, Inc. will provide the geotechnical services.



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OVER 100 YEARS OF SERVICE

A summary of the fee structure is as follows:

Geotechnical	\$8,500.00
Surveying	\$27,500.00
Environmental	\$90,765.00
Engineering	\$165,981.00
Reimbursable Expenses	<u>\$2,910.00</u>
Total Project	\$295,656.00

We are prepared to begin work as soon as all agreements are in place and we are authorized to do so.
 Thank you for this opportunity to work with you and I look forward to this assignment. If you have any questions please feel free to call me.

Sincerely,

Ken Stanley, PE
Director - Houston Office

cc: files
Attachments (2)

T:\Marketing Proposals\Trammel Fresno Mo City\Lit Prep to FHC 1-17-12.doc



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SERVICES PROVIDED BY THE ENGINEER

This Scope of Services includes the engineering services necessary to prepare construction documents for the proposed construction of Trammel Fresno Road from the intersection at Vicksburg Drive to Hurricane Lane in Missouri City, Fort Bend County, Texas. The proposed construction will involve widening of approximately 1.02 miles of existing 2 – lane open ditch roadway to a 4 – lane concrete curb and gutter divided roadway with raised medians where existing right of way width will permit and undivided where existing right of way is insufficient. The project will also include installation of a storm sewer system. The roadway will be designed to fit inside the existing right of way. No new right of way will be acquired for this project. The Plans, Specifications, and Estimates will be prepared according to TxDOT standards. The Engineer will perform the following tasks:

Design Studies (FC 110)

1. Geotechnical Investigation
 - a. Identify the existing pavement structure through soil cores
 - b. Provide a recommended pavement design
 - c. Provide recommendations for any special utility bedding requirements

Environmental Studies (FC 120)

This scope is developed anticipating that a Categorical Exclusion (CE) will address the requirements of the Federal Highway Administration (FHWA). Engineer will utilize the appropriate environmental guidance available as distributed through TxDOT's Standards of Uniformity (SOU) series. Finding for an Environmental Assessment (EA) to cover this project as a result of FHWA review is not expected but will be cause for a contract modification and fee revision to account for the additional work.

It is anticipated that review of the project area will include consideration of relevant data examined as part of the environmental study completed for the adjacent Trammel Fresno widening project covered in CSJ 0912-034-144:

1. Environmental Report
 - a. Project Review Meeting - to identify the project, major issues and concerns to be considered, scope of the environmental review and process for submitting a letter of concurrence to the FHWA. This meeting will be used to establish the coordination steps required between this project and an ongoing project to widen Trammel-Fresno Road from the Fort Bend Parkway to FM 521 (CSJ 0912-34-144). It will also serve to establish the expectations for the project under the Standards of Uniformity (SOU) as amended.
 - b. Project Base Map- will depict the boundaries of the proposed action, along with information on adjacent land uses and area roadways. This map will include the following reference points: regional context/location; project area (including intersection with CSJ 0912-34-144); existing corridor details and cross section.

- c. Project Initiation Meeting - a meeting to include representatives of TxDOT, Fort Bend County, Missouri City and others (as appropriate) with the purpose of reviewing the proposed project and confirming the scope of the proposed project.
- d. Letter of Project Concurrence - A letter requesting concurrence from FHWA to consider the project from Fort Bend Parkway to Vicksburg Boulevard to be categorized as a Categorical Exclusion will be drafted and submitted to TxDOT. This letter will be reviewed by TxDOT and then forwarded to FHWA for concurrence.
- e. General Document Content/Outline - The sections to be contained within the proposed document:
 - 1. Purpose and Need
 - 2. General Project Characteristics
 - a. Traffic
 - b. Design
 - c. Right-of-Way/Displacements
 - 3. Public Involvement
 - 4. Community Issues/Characteristics
 - a. Socioeconomics
 - b. Environmental Justice
 - c. Land Use
 - 5. Natural Environment
 - a. Soils
 - b. Beneficial Landscape Practices
 - c. Vegetation
 - d. Wildlife (Migratory Bird Act, Threatened and Endangered Species, Essential Fish Habitat)
 - 6. Cultural Resources
 - 7. Water
 - a. Water Quality
 - b. Floodplains
 - c. Texas Coastal Management Program
 - d. Coastal Barrier Resources Act
 - e. Wetlands
 - f. Permits
 - 8. Air Quality
 - 9. Traffic Noise
 - 10. Hazardous Materials
 - 11. Construction Impacts
 - 12. Indirect/Cumulative Impacts
 - 13. Summary
 - 14. Appendices (maps, photographs, land use maps, proposed corridor improvements)
- f. Engineer will submit all required project documentation to the County and City concurrently with TxDOT Houston Environmental for review. Engineer will address all comments in the final report, and coordinate comments on items addressed by others on behalf of the same. Electronic copies of all environmental documents will be made available to TxDOT, the County and City.

2. Public Involvement

- a. Hold one public meeting in the project area for review comments and input in open house style, for the purpose of collecting input on this project.
- b. Coordinate placement of all necessary advertisements, in both English and Spanish newspapers.
- c. Provide bi-lingual staff for public information meeting.
- d. Develop the posting/mailing of all pre-meeting announcements made by mail, posted signage with the project area and at the meeting site.
- e. Prepare public information meeting document for the meeting to include copies of the meeting notification, meeting presentation and outcome/comments from the public. Copies of this document will be included within the final environmental documentation delivered at the close of this project.

Right of Way Data (FC 130)

1. Locate and tie the existing right of way and easements that intersect or abut the existing right of way.
2. Determine the property ownership information for all tracts and parcels adjoining the right of way.

Field Surveying (FC 150)

1. Establish and set horizontal and vertical control monuments
2. Layout sheets depicting location of all control points.
3. Survey will meet TxDOT requirements for accuracy and closure.
4. Tie all improvements, features, and grade breaks and cross section @ 100' intervals along the existing roadway and intersecting roadways.
5. Cross section upstream & downstream 200 ft. along any existing drainage channels
6. Topographic work for any proposed detention work is not included at this time but may be added as a supplement to this project.
7. Tie any pipeline or utility probes or markers provided by their owner or representative.
8. Office services for design surveys include processing fieldwork and preparing drawings; coordination of office and field work and QA/QC; review of control and processing contours for DTM.

Roadway Design (FC 160)

1. Prepare alignment data sheet indicating all horizontal geometric data for the proposed roadway improvements. The alignment data sheet will include the required survey control data.
2. Prepare existing and proposed typical sections indicating all roadway elements with appropriate dimensions including Right of Way, lane and shoulder widths, pavement

- structure, slopes, ditch grades, location of storm sewer and other underground utilities, and limits of pay items.
3. Prepare plan and profile sheets showing Right of Way, horizontal and vertical geometric design, and features pertinent to the design and construction. Prepare base mapping to be used in all plan sheets. The base mapping will be based on the topography obtained under this scope of work.
 4. Prepare intersection layouts showing geometric data and grades necessary to tie proposed roadway improvements into each intersection. Only one Intersection layout is anticipated for this project at Vicksburg Drive.
 5. Prepare roadway design cross-sections every 100' which show proposed pavement structure, existing ground, proposed slopes, ROW, and ditches. Prepare grading design for the proposed roadway. The grading design will include determination of backslopes for tie-in to existing ground at the ROW. The grading will include the appropriate cross slopes, ditch front slopes and backslopes, and the desirable border width per Missouri City standard design criteria or as directed by the City.
 6. Prepare miscellaneous roadway details including superelevation diagrams (if needed), riprap details, ADA and sidewalk details, driveway and street tie-in details, outfall details, and metal beam guard fence details.

Drainage Design (FC 161)

The Engineer shall design a drainage system that conforms to the recommendations of the drainage study prepared under this contract. The City and/or County will provide any previously completed drainage reports for the project area.

1. The Engineer will prepare a drainage study and report of the project area. The report shall be divided into two sections. The first section will include the following items:
 - Obtain existing HEC models from applicable drainage authorities to the extent possible, for use in analysis and determination the existing 2, 5, 10, 25, 50, 100 and 500 year (if available), water surface elevations at bayous, creeks, and ditch crossings along the project.
 - Profile of natural ground along each right of way line of the roadway.
 - Profile of existing roadway.
 - Identify the existing drainage outfalls.
 - Identify the names of existing creeks, bayous and/or ditches within the project limits.
 - These profiles will be superimposed on a drawing along with the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The profile drawing will provide an overall view of the roadway/existing ground elevations with respect to the various storm design frequencies for the length of the project.
2. The second section of the drainage study shall include an impact analysis and detention storage volumes required to mitigate the project impact. There is a regional detention basin available at Kitty Lake and the detention required will be provided in the regional system. The impact analysis approach is as follows:
 - Determine the drainage areas for the existing and proposed conditions.
 - The Engineer will identify the existing drainage outfalls.

- Compute right of way corridor 100 year flows for existing and proposed roadway.
 - Compute existing and proposed peak flows by using hydraulics and hydrologic methodology and computer models. The additional lanes should be accounted for by increasing percent development.
 - Storage computations will be based on hydrograph calculations and peak flows obtained in the item above. A mitigation volume for the 100 year storm will be computed.
 - Prepare conceptual 100 year sheet flow analysis for project utilizing existing and proposed conditions.
 - Analyze proposed roadway and outfall drainage improvements to quantify impacts and provide a required detention volume to be provided in Kitty Lake.
3. Provide layouts, drainage area maps, and design of all drainage components. Design all storm drainage in conformance with TxDOT criteria. Storm sewer design shall be performed using WinStorm. Cross drainage culvert design shall be performed using THYSYS, THYSYS CULVERT, HEC 2 or HEC RAS.
 4. Prepare SW3P layouts that detail the location of sediment control facilities. Prepare SW3P Plan sheet that includes written description of project and sediment and environment control activities.

Signing and Pavement Markings (FC 162)

1. Prepare signing and pavement marking layouts which indicate the location, quantity, and type of each pavement marking and sign required for the project.
2. No signalization is included in this project.

Miscellaneous Roadway Design (FC 163)

1. Prepare quantity summary sheets for all items of work including roadway, drainage, signing, striping, sw3p, and miscellaneous items.
2. Coordinate with the TxDOT's Project Manager to schedule a Traffic Control Workshop and submittal of the traffic control plans for Safety Review Team approval.
3. Prepare a detail traffic control plan for each phase of construction according to standard TxMUTCD practices. The traffic control plan will be designed to safely accommodate current traffic, and provide an economical sequence of construction, while providing access to adjacent properties within the project limits.
4. Prepare work zone pavement marking layouts indicating the location, type and geometry of the temporary markings required for each phase of construction. Assume two major phases of traffic control.
5. Prepare removal layouts indicating the limits and quantity of removal of pavement, structures, drainage items and miscellaneous appurtenances necessary for construction of the proposed project.
6. Identify and incorporate all TxDOT standard detail sheets required for the project.

7. Develop an inventory of utilities within the projects limits. Identify potential conflicts with utility companies and provide conflict data to TxDOT for coordination. Meetings with utility companies are not included in this scope of work.
8. Prepare utility exhibits which identify the location of existing utilities, the proposed roadway and drainage improvements, and the new location of any utility that is to be relocated. Utility exhibits will be delivered to TxDOT for their use in coordination with utility companies. The design of utility relocations, including water and sanitary sewer, is not included in this scope of work but may be added by supplemental agreement.
9. Determine at or prior to the 30% milestone submittal if Subsurface Utility Engineering (SUE) will be required for this project. If SUE work is required, the engineer will perform these services under a supplemental agreement.
10. Coordinate with TxDOT to compile, maintain, and update a Utility Conflict List. The Utility Conflict List shall identify the Owner of the facility, the contact person, location of the conflict by station and offset, type of facility, expected clearance date, status, effect on construction and type of adjustment necessary.
11. Identify and delineate temporary construction easements in the areas outside the existing right of way. Missouri City shall be responsible of securing the necessary legal instruments.
12. Prepare review submittals to TxDOT at 30%, 60%, 90% and 100% complete. A total of 4 submittals are required. Submittals will entail plotting, QA/QC, and review meetings with the City, County and TxDOT.
13. Complete a Design Concept Conference form and attend a Design Concept Conference meeting hosted by TxDOT at approximately the 30% milestone submittal stage.
14. Prepare a detailed construction cost estimate using existing TxDOT bid items and bid codes, and average unit costs at the 30% submittal. The cost estimate will be updated at 60%, 90%, and 100% submittals.
15. Prepare general notes using the TxDOT Houston District's standard general notes. Prepare the list of specifications required for the project. Prepare special specifications and special provisions according to TxDOT's requirements.
16. The Engineer is not required to prepare a construction schedule under this scope of work.
17. The Engineer will enter the estimate and specification data into the TxDOT DCIS.
18. Prepare a design time schedule using Microsoft Project software. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items. The Engineer will provide assistance to the State's personnel in interpreting the schedules. Milestone submittals shall be at 30%, 60%, 90%, and final.

H. Project Management

1. Attend progress meetings with TxDOT, Fort Bend County, and Missouri City as required. A total of 2 people, once a month will be assumed for progress meetings. Additionally, 3 review meetings with TxDOT will be assumed (3 people).

2. Prepare detailed invoices and monthly progress reports as per Fort Bend County requirements. Provide the City, County and TxDOT with all necessary correspondence associated with the project.

I. Shop Drawing Review

1. Shop drawing review is not included in this scope of services. This task will be addressed by supplemental agreement if the work is to be performed by the engineer.

ATTACHMENT B
FEE PROPOSAL - ENGINEERING

TRAMMEL FRESNO ROAD EXTENSION
Vicksburg to Hurricane Lane
Missouri City, Texas

Burk-Kleinpeter, Inc.

Work Task Description	Labor Category							Sub Consultant
	Principal	PM	Engineer	EIT	CAD Tech	Admin		
<u>DESIGN STUDIES (FC.110)</u> Geotechnical Investigation	0.5	4	4		2	1		\$8,500.00
<u>ENVIRONMENTAL STUDIES (FC.120)</u>	SEE SEPARATE DETAIL LISTING							
<u>RIGHT OF WAY DATA (FC.130) and FIELD SURVEYS (FC.150)</u> Survey Services	0.5	8	8			1		\$27,500.00
<u>ROADWAY DESIGN (FC.160)</u> Horizontal Alignment and Geometric Data		2	12		6			
Typical Sections			2	4	6			
P&P Sheets			80	60	120			
Intersection Layouts			8	8	12			
Roadway Cross Sections			15	60				
Roadway Details								
<u>DRAINAGE DESIGN (FC.161)</u> Hydraulic Study		20	80			16		
Drainage Impact Analysis		20	60			24		
DA Maps, P&P Sheets and Calculations			12	40	60			
SW3P Layouts, Report and Details		4	8		2			\$4,900.00
<u>SIGNING AND PAVEMENT MARKINGS (FC.162)</u> Signing and Pavement Marking Layouts		8	8		4			\$9,600.00
Sign Summary Sheet								
Signing and Pavement Marking Details								
<u>MISCELLANEOUS ROADWAY DESIGN (FC.163)</u> Quantity and Summary Sheets		6	6	12	16			
TCP Workshop and SRT Meetings		8	15		8			\$13,900.00
Traffic Control Plans				6	24			
Demolition Plans			8		8			
Preparation of TxDOT Standard Details		4	4	24	24			
Utility Inventory and Layout Sheets		4	4		8			
Utility Exhibits and Coordination Meetings		4	4					
DCC Preparation and Meeting		2	12	24				
Construction Cost Estimates at Each Review		4	32					
TxDOT General Notes and Spec Data Preparation								

ATTACHMENT B
EEE PROPOSAL - ENGINEERING

TRAMMEL FRESNO ROAD EXTENSION
Vicksburg to Hurricane Lane
Missouri City, Texas

Burk-Kleinpeter, Inc.

Work Task Description	Labor Category						Sub Consultant
	Principal	PM	Engineer	EIT	CAD Tech	Admin	
PROJECT MANAGEMENT							
Progress Meetings (8)		8	8				
Submittal Review Meetings (4)		4	4				
Invoicing, Progress Reports and General Administration	4	8					
CONSTRUCTION PHASE SERVICES (To be added by supplement)							
Site Visits and Meetings - not incl.							
Shop Drawing Review- not incl.							
Sub Total Hours	5	114	392	238	300	44	\$64,400.00
Rate	\$75.00	\$60.00	\$50.00	\$34.00	\$30.00	\$20.00	1.05
Cost @ 3.0 Multiplier	\$1,125	\$20,520	\$58,800	\$24,276	\$27,000	\$2,640	\$67,620.00
Total Engineering Labor Fee							\$201,981.00
ESTIMATED DIRECT EXPENSES							
Plotting/Copies							
Paper - 4 submittals, 120 Sheets, 8 sets @ \$0.25/sht							\$960.00
Mylar - 120 shts @ \$5/sht							\$600.00
Mileage (meetings and site visits)							\$500.00
Transmittals/Postage/Deliveries							\$350.00
Misc. Survey Expenses							\$500.00
Total Engineering Direct Expenses							\$2,910.00
Total Engineering Fee							\$204,891.00
Total Environmental Fee							\$90,765.00
Total Project Fee							\$295,656.00

ATTACHEMENT B
FEE PROPOSAL - ENVIRONMENTAL

TRAMMEL FRESNO ROAD EXTENSION
Vicksburg to Hurricane Lane
Missouri City, Texas

Burk-Kleinpeter, Inc.

Task	Environmental Study (FCI20)	Personnel Categories							
		Principal	Project Manager	Env Sc/Planner	GIS	Engineer	CAD	Admin/Asst	Sub Consultant
1.0	Environmental Report								
1.a	Project Review Meeting		1.0	5.0		4.0		1.5	
1.b	Project Base Map		4.0	2.0	18.0		2.0	5.0	
1.c	Project Initiation Meeting		1.0	4.0		4.0		1.0	
1.d	Letter of Project Concurrence		1.0	4.0		2.0		1.0	
1.e	General Document Development								
	1 Purpose and Need		1.0	4.0		2.0		1.0	
	2 General Project Characteristics		1.0	5.0		2.0		1.0	
	3 Public Involvement		2.0	9.0				2.0	
	4 Community Issues/Characteristics	1.0	3.0	5.0	9.0	2.0		3.5	
	5 Natural Environment		2.5	4.0	9.0			3.5	
	6 Cultural Resources		1.0	2.0	4.0			1.5	
	7 Water		1.0	2.0	4.0			1.5	
	8 Air Quality		0.5	2.0			5.0	0.5	
	9 Traffic Noise		1.0	2.0		4.0		1.5	
	10 Hazardous Materials		1.0	2.0	2.0			1.0	
	11 Construction Impacts	0.5	1.0	2.0	1.0			1.0	
	12 Indirect/Cumulative Impacts	0.5	1.0	6.0				1.5	
	13 Summary		2.0	5.0		2.0		1.8	
	14 Appendices		1.0	10.0	17.0	18.0	11.0	6.8	
1.f	Review of Draft Document	1.0	5.0	9.0				2.0	
	Task 1 Sub Total	3.0	31.0	84.0	70.0	38.0	18.0	38.5	
	Task 1 Labor Cost	\$ 40,500							
2.0	Public Involvement	1.0							
2.a	Community Open House Meeting		3.0	24.0		9.0	27.0	6.0	
2.b	Coordinate Advertisement Placement		2.0	9.0				2.3	
2.c	Bilingual Staff at Meeting		0.5					4.0	
2.d	Develop/Mail Pre-meeting Announcements		1.0	18.0				9.0	
2.e	Prepare Public Meeting Document		2.5	25.0		3.0		6.3	
	Task 2 Sub Total	1.0	9.0	76.0	0.0	12.0	27.0	27.5	
	Task 2 Labor Cost	\$ 21,300							
	Total Hours	4.0	40.0	160.0	70.0	50.0	45.0	66.0	

ATTACHEMENT B
FEE PROPOSAL - ENVIRONMENTAL

Sub Total Labor Cost \$ 61,800

Direct Expenses

Task	Environmental Study (FC120)	Direct Expense Categories			
		Travel	Meeting Promotion	Subconsultant	Other
1.0	Environmental Report				
1.a	Project Review Meeting	1 Unit \$ 900.00			
1.b	Project Base Map				
1.c	Project Initiation Meeting	1 Unit \$ 900.00			
1.d	Letter of Project Concurrence				
1.e	General Document Development				
	1 Purpose and Need			1 Unit \$ 1,500.00	
	2 General Project Characteristics (Traffic)				
	3 Public Involvement				
	4 Community Issues/Characteristics				
	5 Natural Environment				
	6 Cultural Resources			1 Unit \$ 3,500.00	
	7 Water (Wetlands)			1 Unit \$ 6,000.00	
	8 Air Quality			1 Unit \$ 2,500.00	
	9 Traffic Noise			1 Unit \$ 5,000.00	
	10 Hazardous Materials (EDR report)				1 Unit \$ 1,500.00
	11 Construction Impacts				
	12 Indirect/Cumulative Impacts				
	13 Summary				
	14 Appendices				
1.f	Review of Draft Document				
2.0	Public Involvement				
2.a	Community Open House Meeting	1 Unit \$ 2,000.00			
2.b	Coordinate Advertisement Placement		3 Ads \$ 5,000.00		
2.c	Bilingual Staff at Meeting				
2.d	Develop/Mail Pre-meeting Announcements		500 Cards \$ 165.00		
2.e	Prepare Public Meeting Document				
Total Direct Costs		3 Units \$ 3,800	\$ 5,165	6 Units \$ 18,500	1 Unit \$ 1,500.00
Sub Total Direct Costs					\$ 28,965

TOTAL COST \$ 90,765



CONSULTING
ENGINEERS

January 17, 2012

Mr. Ken Stanley, P.E.
Director of Houston Office of Burk-Kleinpeter, Inc.
6420 Richmond Ave, Suite 675
Houston, Texas 77057

**Re: Trammel Fresno Road Improvements from Vicksburg Boulevard Eastward Approximately
5400-feet to Hurricane Lane, Located in
Missouri City (Fort Bend County), Texas**

TAI Project Number: 0001-1201
TBPE Reg. No.: F-003832

Mr. Stanley,

Terra Associates appreciates this opportunity to submit this proposal for surveying and certain civil engineering design services associated with the aforementioned project. Based on our conversations with you and with the Commissioner of Fort Bend County Precinct 2, Mr Grady Prestage, our understanding of the **Scope of Services** is as follows:

1. Trammel Fresno Road will consist of the construction of a full 4-lane boulevard with a raised median consisting of 8-inch reinforced concrete pavement, curb & gutter, storm sewer, and all necessary appurtenances to complete the project.
2. We will evaluate and tie down the horizontal alignment of the right-of-way (ROW) as it relates to this project and the design guidelines as set forth in the City of Missouri City PUBLIC INFRASTRUCTURE DESIGN MANUAL, Adopted in 2004, or TxDOT criteria, as applicable. We will identify, depict, and tie down existing easements adjacent to the ROW. We will identify all adjacent property owners on the survey.
3. We will obtain all topographic information required to successfully complete the project as follows:
 - a) We will meet all TxDOT or City of Missouri City requirements.
 - b) We will tie the survey to City of Missouri City or TxDOT monuments and establishing horizontal and vertical control monumentation.

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- c) We will create a layout sheet of the survey control points which will be sealed by a registered professional surveyor, which could be included in the plans.
 - d) We will provide topographic cross sections at minimum 100-foot intervals across the proposed roadway including cross sections at all cross streets within the project scope. The topographic survey will extend a minimum of 100-feet at all intersecting streets and 10-feet past the ROW, where feasible. All significant items within 50-feet of the ROW that may have impact on design shall be noted.
4. All Surveys and Engineering design shall be in conformance with the City of Missouri City PUBLIC INFRASTRUCTURE DESIGN MANUAL, Adopted in 2004, or TxDOT criteria, as applicable.
 5. We shall prepare a SWPPP including NOIs, NOTs and Construction Site Notices (if required) in accordance with the TPDES General Permit TXR150000 for storm water discharges associated with construction activities.
 6. We will provide a traffic control plan (probably in two phases) in accordance with the Texas Manual on Uniform Traffic Control Devices and TxDOT Guidelines, as applicable. Drawings will be double banked and drawn to scale. We will include temporary work zone pavement markings and signage.
 7. We will provide layouts of permanent signage and striping plans, along with a summary of signage in table format, and associated standard details.
 8. We will attend any reasonable number of project meetings as requested by client.

Fee. We propose that our compensation for the above described basic services be based upon a fixed fee as shown on Attachment "C". We will submit monthly invoices based upon the percentage of the services completed. Payment is due within 10-days of approval of the invoice by the governing authority.

Reimbursable Expenses. Our budget allowance for reimbursable expenses is based upon our experience with similar projects. Covered under this budget are items described under Paragraph "E" of Attachment "A". We recommend an allowance of \$250.00 for this project.

Exceptions. This proposal specifically omits any item that is not descriptively included in the foregoing paragraphs. Our services will be performed according to our normal procedures of practice. Any services required in addition to our normal procedures are to be considered as extra services which will require additional fee authorization.


Extra Services. Should you require services in addition to those included herein, we will provide those extra services on a time and materials basis. Our additional fee for extra services will be based on the


rates and terms of Attachments "A" & "B", and the amount of effort in time and materials required to complete the assignment.

Acceptance. If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and returning one signed copy for our files. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice. Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

Best regards,

TERRA ASSOCIATES, INC.


Mr. Kyle Henkel, P.E.
President


Mr. David Sepulveda, P.E.
Vice President

Accepted and Agreed to:

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: A, B, and C

CC: Mr. Jesse Hegemier, P.E. -
Fort Bend County Engineering Dept.
Mr. Grady Prestage -
Fort Bend County Pct. 2

ATTACHMENT A

February 2011

COMPENSATION: Engineering Services by Terra Associates, Inc.

- A. For the services of the Engineer's staff the charges will be the "Salary Cost" of each employee so engaged times a multiplier of 2.72. "Salary Cost" is defined as the cost of salaries (total hours worked times the employee's rate of pay on an hourly basis) of the Engineer's employees for time directly chargeable to the Project, plus thirty-three (33) percent for social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, incentive pay, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto. For the services of the Engineer's Officers the charge will be at the imputed rate of \$165.00 per hour.
- B. The overtime premium (required by the Fair Labor Standards Act for non-exempt classifications) for draftsman, technician and construction administration classifications will be charged for overtime work up to five (5) hours per week, which the Terra Associates technical staff regularly works in excess of forty hours. For any additional overtime requested and authorized by the client, the overtime premium will be charged in addition to the proposed fee amount.
- C. For field surveying staff service the charges will be in conformance to Attachment "B".
- D. For all direct non-labor expense, including, but not limited to transportation, telegraph and telephone toll charges, special supplies, reproductions, computer plots, computer time charges, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge is the actual invoice cost plus a ten percent service charge. Travel by vehicles owned or leased by the Engineer shall be at seventy (70) cents per mile. These reimbursable expenses are additional to the Proposal amount.
- E. For outside services, such as making soil borings and performing laboratory tests on soil samples, environmental services or retaining other special consultants, Owner will contract directly with a third party for such services.
- F. Payments to Engineer for authorized services will be due upon presentation of monthly statements by Engineer for such services. If within thirty (30) days of the date of any such statement, Owner should fail to pay Engineer the full sum specified in any such statement, then the Owner shall pay to Engineer, in addition to the sum shown as due by such statement, interest on any unpaid portion thereof at the rate of ten (10) percent per annum from the date of such statement until fully paid, which shall fully liquidate any injury to Engineer arising from such delay in payments.
- G. Neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.
- H. Payment of any fees that may be charged by Governmental agencies shall be made by the Owner directly to the Agency. Sales taxes, if applicable, will be invoiced in addition to the basic fee proposed.
- I. The approval duration of governmental agencies is beyond our control. We accept no liability for delays caused by governmental agencies.

**TERRA ASSOCIATES, INC.
ATTACHMENT B**

**SURVEYING
COMPENSATION SCHEDULE – APRIL 2011**

OFFICE:

PRINCIPAL OF FIRM	\$150.00 Per Hour
SENIOR SURVEY MANAGER	\$135.00 Per Hour
REGISTERED PROFESSIONAL LAND SURVEYOR	\$115.00 Per Hour
SURVEYOR IN TRAINING	\$ 95.00 Per Hour
PLATTING TECHNICIAN	\$ 75.00 Per Hour
CAD TECHNICIAN (AUTOCAD/MICROSTATION)	\$ 75.00 Per Hour
OFFICE ADMINISTRATOR	\$ 60.00 Per Hour
PROJECT ASSISTANT/CLERICAL	\$ 35.00 Per Hour
CAD STATION (AUTOCAD/MICROSTATION)	\$ 13.50 Per Hour
PROFESSIONAL CONSULTANTS	Cost + 10%

FIELD:

THREE MAN SURVEY CREW	\$135.00 Per Hour
TWO MAN SURVEY CREW	\$115.00 Per Hour

EXPENSES:

TOTAL STATION WITH DATA COLLECTOR	\$ 95.00 Per Day
GPS RTK	\$375.00 Per Day
ELECTRONIC LEVEL	\$ 45.00 Per Day
PIPELINE LOCATOR	\$ 30.00 Per Day
ALL TERRAIN VEHICLE	\$ 95.00 Per Day
SUPPLIES (Iron Rods, Flagging, Etc.)	Cost + 10%
SPECIAL EQUIPMENT (Boats, Etc.)	Cost + 10%
OUT OF TOWN TRAVEL EXPENSES	Cost + 10%
DELIVERIES	Cost + 10%
MILEAGE	\$ 00.45 Per Mile

February 10, 2011
Proposal No. 11-030

Mr. Ken Stanley, P.E., Director
Burk-Kleinpeter, Inc.
6420 Richmond Ave., Suite 675
Houston, Texas 77057

**Proposal for Geotechnical Study
Trammel Fresno Road Improvements
Fort Bend County, Texas**

Dear Mr. Stanley:

Paradigm Consultants, Inc. (Paradigm) appreciates the opportunity to submit this proposal to provide geotechnical engineering recommendations for the above referenced project. This proposal is submitted in response to your request on February 8, 2011.

Project Description

Burk-Kleinpeter, Inc. is assisting Fort Bend County in the design and construction of the improvements to Trammel Fresno Road from the intersection at Vicksburg Drive to Hurricane Lane in Missouri City, Fort Bend County, Texas. The proposed construction will involve widening of approximately 1.02 miles of existing 2-lane open ditch roadway to a 4-lane concrete curb and gutter divided roadway with raised medians where existing right of way width will permit and undivided where existing right of way is insufficient. The project will also include installation of a storm sewer system. The storm sewer will be about 10 ft deep.

Proposed Scope of Services

Our scope of services will consist of exploring subsurface soil conditions and developing geotechnical engineering recommendations to assist others in the design and construction of proposed roadway and storm sewers. The scope of services for each is outlined in detail below.

Field Exploration. Based upon the information provided, we propose to drill and sample seven 15-ft borings for this project. The existing paving will be cored prior to drilling and sampling to determine the existing pavement structures. The borings will be drilled in general accordance with ASTM D 1452, *Standard Practice for Soil Investigation and Sampling by Auger Borings*. We will take samples at 2-ft intervals to 12-ft depth with additional samples taken from 13-ft to 15-ft. We will take depth-to-water measurements within the open borehole on the day of drilling. The open borehole then will be grouted.

Cohesive soils will be sampled using a 3-in. diameter, thin-walled tube. Our sampling procedures will be in general accordance with ASTM D 1587, *Standard Practice for Thin-Walled Tube Sampling of Soils*. Granular soils will be sampled with a split-barrel sampler while performing a Standard Penetration Test (SPT). Granular soil sampling



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Mr. Ken Stanley, P.E., Director
Burk-Kleinpeter, Inc.
February 10, 2011
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will be performed in general accordance with ASTM D 1586, *Standard Method for Penetration Test and Split-Barrel Sampling of Soils*. We will transport portions of the recovered samples to our soil mechanics laboratory for testing.

Laboratory Testing. We will perform laboratory tests on selected samples to evaluate the physical and engineering properties of the recovered soils. The testing will include measurement of the undrained shear strength, total unit weight, in situ moisture content, and liquid limit and plastic limit testing to determine plasticity characteristics of the cohesive soils. For granular soils, laboratory testing will include determination of fines content. Laboratory testing will be performed using applicable ASTM methods.

Engineering Analyses. Using the data gathered during the field and laboratory phases, we will develop geotechnical design parameters and construction considerations required for the proposed utility and roadway, and detention pond. We will address the observed stratigraphic and groundwater conditions and provide an overview of soil properties associated with the recovered soils. Geotechnical engineering recommendations including pavement design, bedding and backfilling, trench excavation, and excavation dewatering will be provided. The details of our field and laboratory programs, our findings, and our recommendations will be outlined in our geotechnical report.

Fee and schedule

Our lump sum fee to provide the geotechnical engineering study for the project will be **\$8,500**. A fee break-down is also attached for your review. Variations in the scope of the project may necessitate a change in the scope of services outlined and a change in fees. We will not proceed with a change in the scope of services without your approval. Our typical schedule for field exploration (5 to 10 business days to schedule and drill), laboratory testing (5 business days), and reporting (7 business days) is about 4 weeks.

Please contact us if project needs cannot accommodate the typical schedule presented above. Additional fees, if any, for an expedited schedule will be provided upon request. Additionally, variations in the scope of the project may necessitate a change in the scope of services outlined and a change in fees. We will not proceed with a change in the scope of services without your approval.

Assumptions and Conditions

We have assumed that the borings are accessible to a truck-mounted drill rig and one mob/demob for the project. Access, right-of-entry, and/or other permits will be provided by the client. Professional services (engineering recommendations) required/requested beyond the scope mentioned above will be provided on a time-and-materials basis.

Proposal Acceptance

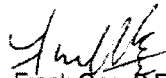
To accept our proposal and authorize our services, please sign the attached *Professional Services Agreement*, and return a copy to our office.

Mr. Ken Stanley, P.E., Director
Burk-Kleinpeter, Inc.
February 10, 2011
Page 3 of 3

Closing

We appreciate having the opportunity to develop this proposal and look forward to working with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,
Paradigm Consultants, Inc.



Frank Ong, P.E.
Engineering Manager

Attachments:
Fee Break-Down
Agreement for Professional Services

ATTACHMENT B
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 _____ (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, B and C, 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, Basis of Fee Calculation, 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)

LIST OF EXHIBITS

Exhibit A	Scope of Work
Exhibit B	Labor Estimate
Exhibit C	Schedule

ATTACHMENT B
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 _____ (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)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)